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Shreveport Centennial Number

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THE LOUISIANA
HISTORICAL QUARTERLY

Vol. 18, No. 4 October, 1935

AN OUTLINE OF SHREVEPORT AND CADDO PARISH HISTORY

THE CENTENNIAL OF LOUISIANA'S SECOND CITY, WITH HISTORICAL DOCUMENTS COLLECTED AND REPRODUCED.

By J. FAIR HARDIN

INTRODUCTION

During six days, June 29 to July 4, 1935, Shreveport, now a city of eighty thousand people, the second largest city in Louisiana, and the largest in the valley of Red River, held its Centennial Celebration, commemorating its beginning in the Caddo Indian Cession Treaty of July 1, 1835, wherein the site of the city was reserved by the Indians to Larkin Edwards. The celebration included three historical and civic parades of great beauty, five nightly performances of The Pageant of Shreveport History, the placing of tablets marking historic places and events, a luncheon of the descendants of the Founders, attended by Governor Allen, Lieutenant Governor Noe, and their Staff, and the reproduction, near the original site, on Monday, July 1, 1935, of the ceremony of the Caddo Indian Treaty of Cession, participated in by descendants of the original white participants and also of the Caddos, a delegation of whom had come from Oklahoma for this purpose. During this ceremony the Indian visitors gave the Corn Dance, just as their ancestors had done a century before, in costume. Regular Army troops who had attended the original treaty-making, were represented by a detachment of regular army troops from nearby Barksdale Field. This ceremony, as well as all of the events of the day, was attended by the Hon. Edward A. Parsons, President, and the Hon. J. B. Donnes, Treasurer, of the

Louisiana Historical Society, and by the Hon. James J. A. Fortier, President of the Board of the Louisiana State Museum. The day was also marked by the first meeting in Shreveport of the Louisiana Historical Society, held at Centenary College. After an address of welcome by President Pierce Cline, of Centenary, J. Fair Hardin spoke on "The Day We Celebrate, The Founding of Shreveport". Miss Lavinia Egan gave a delightfully informal talk on "The Westward Trek—The Anglo-Saxon Colonization of North Louisiana, As Illustrated by Mount Lebanon". This was followed by two other excellent addresses: one by Miss Lilla McLure, "Henry Miller Shreve, Mississippi Valley Genius"; the other by Prof. W. Darrell Overdyke, "Charles Gayarre In Louisiana Politics."

The Centennial Celebration has made Shreveport history-conscious. The Historical Committee of the Centennial was industrious, and many interesting and valuable facts and records were brought to light, of which little had been known before. Both *The Shreveport Times* and *The Shreveport Journal* issued very large Centennial Editions containing a great deal of valuable historical information.

The officers of the Louisiana Historical Society, and the Editor of the Quarterly felt that they could take no more appropriate action than to preserve in permanent form some record of this Century of History, and for the first time since the existence of the Quarterly it presents the history of a North Louisiana Parish and City, north of Natchitoches.

No detailed history has been attempted. Only the major historical events, trends and influences have been dealt with, with emphasis on original documentary material. With these preserved and made available in permanent form, this Outline can be filled in, and a detailed history of this creat city and parish can be written, making use of City Council records that have been fairly well preserved, Police Jury proceedings, and court records, and the very incomplete files of early newspapers. Since 1872 the files of *The Shreveport Times* are almost complete, though not in good condition. Prior to that date, the only considerable "run" of Shreveport newspapers are fifteen volumes just before and just after the Civil War period, now owned by the University of Texas Library.

Chapter I

Caddo Parish Before the White Man Came

In trying to reconstruct the primitive history of a region, to record that of which no record exists, a good point of reference from which to start lies in the physical make-up of the region, for often nature herself will furnish the canvas upon which the picture may be drawn, and aid us in the drawing. Caddo Parish, fittingly named, as we shall see, occupies the extreme northwestern corner of Louisiana, extending some seventy miles from the Arkansas border south to DeSoto Parish, and from twenty to thirty miles in width from Red River on the East to the Texas line on the West. Its area of 852 square miles embraces 157 square miles of Red River alluvial soil and 695 square miles of rolling sand and clay hills. Originally covered largely with pine and oak, these form an unbroken union with identical formation and growth that stretches far into East Texas on the West, and, after being cut through, in the northern section, by an ancient cypress-covered bayou bed that later became a chain of lakes, the largest of which is now called Caddo, rise rapidly again, with a more prevalent mixture of deep red clay and iron ore, in grandly sweeping ridges, to meet the foothills of the Ouachita Hills of Southern Arkansas.[1] Not alone in its land formation is Caddo and its early history thus linked more with its Western and Northern neighbors than with the more alluvial central and southern portions of its own State, but by its water-courses as well, for the winding Red leads with many curves into southwestern Arkansas, where the Little River of the North leads off again into the same Ouachita Hills, while the Little River of the South, or Sulphur River, leads into Northeastern Texas, as do also Caddo Lake and Cypress Bayou, while the main stem of the River, making its rather abrupt almost ninety-degree-angle turn, leads directly to Northern Texas and southern Oklahoma. A modern writer on *Geographic Influences in American History* reminds us that, contrary to popular conception, "rivers join more than they divide and tend to concentrate the life that resides upon their opposing slopes".[2]

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[1] *Biographical & Historical Memoirs of Northwest Louisiana*, Nashville, 1890, pp. 9, 10.

[2] Albert Perry Brigham, *Geographic Influences in American History*, Boston, 1903.

Bearing these physical features of the region in mind, it is not surprising to find it chiefly inhabited in primeval days, not by any tribes related to the Creeks, or the Chickasaws, or Choctaws, or the Natchez, or other tribes met with throughout the rest of the Southern States, nor even related to those smaller tribes, such as the Houmas and Opelousas, who were scattered over the more southern sections of the State, but by various tribes of the great Caddoan confederacy, entirely distinct from all other southern Indians, but a great Western tribal group, related linguistically and otherwise to the Pawnees of the middle plains, and the Arikaras of the more northern regions.[3] Tribal traditions of the Caddos told that the lower Red River valley had been their early home, and that they had migrated up that stream and thus into the regions around the upper Red River and the headwaters of the Sabine, Neches, Trinity and Brazos Rivers where they were first met with by the white men, but Hodge, in the *Handbook of the American Indians*, tells us that "from cultural and other evidence the Caddoan tribes seem to have moved eastward from the Southwest. The advance guard was probably the Caddo proper, who, when first met by the white race, had dwelt so long in the region of the Red River of Louisiana as to regard it as their original home or birthplace".[4] Their own name for the Caddo proper who dwelt there was Hasinai. Other neighboring Caddo tribes were the Natchitoches, the Nacogdoches, the Adai, the Yatasee, and the Kichai, whose names are still perpetuated in the region, and some eight or nine others of which no trace remains.

From time immemorial before the coming of the white men, the Indians of the Caddo Confederacy, consisting of numerous tribes, inhabited the whole valley of Red River, and its tributaries. When they had migrated into the valley no one knows. Certainly they had been dwellers there for so long a time that they had ceased to be "plains" or nomadic Indians, roaming from place to place in pursuit of game, but were forest dwellers, living in more or less permanently located villages, constructed, not of readily-moved skin teepees, but of fairly permanent dome or bullet-shaped houses of mats, straw and mud. Their villages were located either on the few bluffs overlooking the river, or usually

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[3] F. W. Hodge, *Handbook of the American Indians*, Washington, 1912, Part I, p. 182.

[4] *Idem.*

back in the hills, beside a lake or stream, safely above the spring overflows. They were quite accomplished agriculturists, for Indians, and supplemented their game diet with corn, potatoes, pumpkins and other vegetables, which they cultivated regularly. They were fairly good makers of pottery, were large tanners of skins, skillful in the making of weapons, and lived a fairly sedentary life, and as peaceful as their neighbors would permit them to be. It became their boast that they never willingly shed a white man's blood.

In the Parish which now bears their name there were a number of villages. One in all probability stood on the bluff overlooking Cross Bayou, within the limits of modern Shreveport, and this may have been the Upper Yattassee village visited by Bienville and LaHarpe. We know there was one on the banks of the South Fork of Boggy Bayou, near Spring Ridge, another on Irvings Bayou near the upper end of Cross Lake, another on the north shore of Cross Lake, a Coushatta village at the mounds near Dixie, and two or three villages around the shores of Caddo Lake. Their travel was largely by water, but there were a few trails, such as the Caddo Path to the Hot Springs, and the trail to the salt licks near Goldonna.[5]

CHAPTER II

EXPLORATION AND THE COMING OF THE PIONEERS

Thus the Caddos lived in an ideal valley, with plentiful fish and game, when, in the spring of 1700 the first white men whom we know with certainty to have visited this region of Red River, came exploring. These were Bienville, and his kinsman, the romantic and charming St. Denis, who, accompanied by a group of soldiers and Indians, journeyed this far in learning the extent of the valley. They were met everywhere with friendliness among the Caddos, and returned to Biloxi without any untoward happening.[6] On this trip they learned that the Caddos had heard of La-

[5]This chapter has been purposely made brief because of the excellent and comprehensive article by William B. Glover on the Caddo Indians in this issue of the *Quarterly*.

[6]*Journal of the Establishment of the French in Louisiana*, Translation in B. F. French, *Historical Collections of Louisiana*, Vol. III, pp. 18-19; also in original, by Benard de LaHarpe, Paris, 1831, pp. 30-32.

Salle on his ill-fated last trip, but we have no knowledge that LaSalle ever reached this region of the valley. Likewise, there is no certainty that DeSoto ever traversed this portion of Red River, despite persistent legend that Soda Lake, now dried up, in Caddo Parish, perpetuates his name and presence, and that his brother Zagal, was buried on its banks.[7]

In 1714 St. Denis returned to found Natchitoches, among the Caddo tribe of that name, and began a friendly relationship with the Caddos that lasted throughout his life, with frequent interchange of visits between them. In 1718 Bénard de LaHarpe, another hardy French adventurer, passed up the river, with fifty soldiers, to establish a fort and trading post even higher up the river than Caddo Parish, which existed for several years. No Frenchman, however, chose this bluff on Red River for his trading post, and before the Purchase of 1803 very few, if any, white settlers had established themselves in this portion of the valley. Traders and trappers, of course, passed up and down the river in their pirogues, carrying peltries and bear oil and hides, but there was no permanent encroachment by the white man, until about the time of the Purchase.

However, shortly before, and increasingly after, the "change of government", as the Purchase of 1803 was called, white settlers began to come into the Caddo country and to build rude log huts. Larkin Edwards, who came from Tennessee, and who was to become the Interpreter for the Caddos and the first white owner of the site of Shreveport, settled near what was to be called Coates' Bluff, near the eastern end of the present Olive Street. He was followed by his son-in-law, Jacob Irwin, who became gunsmith to the Indians. Came also the Wallaces, Maximillian, Caesar and Thomas, the latter giving his name of Wallace Lake, on the south shore of which his home stood, which was to become the first seat of justice of Caddo Parish in 1838;[8] and the Norrises, Samuel and Nat, and James Shenick. Then up the river, from the French settlements around Natchitoches, filtered in the Lafittes and Valentin, Poirer, Dupree and Trichel, and Francois Bark.

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[7]Maude Hearn O'Pry, *Chronicles of Shreveport*, Shreveport, La., 1928, p. 5.
[8]*Acts of Legislature of Louisiana*, 1838, p. 11.

Certainly before July 1, 1832, the exact date being unknown, William S. Bennett, of New Hampshire, and James Huntington Cane came, perhaps on the westward movement into Texas, and decided to establish a trading post at this place, where the Texas Trail touched the river over high ground, and it came to be known as Cane and Bennett's Bluff. Here they issued the first money used in this region that was not brought here, paper currency, redeemable "at Cane & Bennett's Bluff, on Red River, this side of the Sabine, in the United States", and dated July 1st, 1832.

CHAPTER III

THE FIRST AMERICAN EXPEDITION UP RED RIVER

After Louisiana was ceded by France to Spain, and still after the purchase by President Jefferson, a large area extending from just west of Natchitoches to about the Sabine River and running indefinitely north was popularly known as "No man's Land", on account of the conflicting claims of the governments of France and later the United States on one side and Spain on the other.

In order to determine something about this disputed country, and the new purchase, President Jefferson ordered the War Department to send an expedition up Red River to map the same accurately and to report upon anything of importance that might be found in the newly acquired country.

The party, consisting of Thomas Freeman, United States Surveyor, who had just completed the survey of the boundary line between what is now Mississippi and Florida; Dr. Peter Custis, a naturalist; Captain Sparks and Lieutenant Humphreys, a sergeant, a corporal, seventeen privates, and a negro servant, having been fully equipped with the necessary instruments for making the survey and well provisioned, left Fort Adams on April 19, 1806.

Having entered Red River, they proceeded up as far as Natchitoches, where they reprovisioned and hired a guide and interpreter by the name of Talapoon, one of the Caddo nation.

On June 2 they left Natchitoches, and five days later had arrived at the settlement of Francois Grappe, (known among the Indians as M. Tulin or Touline). Having passed through the

first raft before reaching Grappe's settlement, it being only about forty yards through, they found a second and larger one a little farther up the river. By great exertion they forced a passage for their pirogues and flat boat through this obstruction.

While at Grappe's, the expedition received word that a large body of Spanish troops, having heard of the expedition, had left Nacogdoches to intercept them and force their return.

On the evening of June 9 the third raft was reached. Extending up the river for about nine hundred feet, and being composed principally of red cedar logs from one to three feet in diameter, a passage was forced with difficulty.

The country being interspersed with bayous and full of lakes and swamps caused the current at the raft to be very gentle, seldom exceeding more than three quarters of a mile per hour.

On the morning of the 11th they reached the mouth of Loggy Bayou. Grappe, who accompanied the party, stated that it was absolutely impossible to pass the Great Raft in boats, as it had not been done even by the Indians in more than fifty years, and suggested that they go up the bayou. The bayou, called Datche (Dorcheat)—(which, in their language, signified a gap eaten by a bear in a log, from the circumstances of the first Indian who passed that way seeing a bear gnawing on a log)—had a very rapid current.

After traversing the bayou about five miles, they reached Lake Bistineau, on the banks of which Grappe pastured his many herds of cattle. From the west side of the lake they passed into a bayou which connected the lake with Swan Lake. Leaving this lake at the north end, they followed Red Chute until they reached high ground after many difficulties caused by the many dead trees and bushes encountered. Arriving at Long Lake, they found it necessary to send Talapoon forward about twenty miles to one of the Coushatta villages to obtain a new guide, in order to find their way out of the lake. He returned on the 21st, with directions as to how to proceed. Pushing on, they reached Lake Bodeau (Bodcau) on the 24th, and from there through a swamp covered with willow bushes growing very close, and through which it was almost impossible to propel the boats, they reached a small

bayou (Willow Chute). Removing several small rafts of trees, they, by a passage of about half a mile through this bayou, reached the river above the raft.

They found the river at this point to be about seven hundred feet wide, thirty-four feet deep, and running with a gentle current. The banks were found to be from ten to twelve feet high. On the right ascending bank of the river, and at a distance of from fifty to one hundred yards from it, they again found high ground. About nineteen miles further they reached the Coashatta village. Just before reaching this point they again encountered their guide who had been sent to the principal village of the Caddos, which was situated on the shores of a large lake lying about thirty miles to the west, to request the Caddo chief to meet them at the Coashatta village. The Caddo village is generally believed to have been on Caddo Lake, but William Darby, a United States Surveyor, who made surveys in this country in 1811-1812, shows one to have been on Cross Lake somewhere in the vicinity of Irving Bayou. Talapoon was accompanied by another Caddo, who brought a message from the Chief that 500 Spanish dragoons were encamped a few miles back of the Caddo village, and it was believed that they were on their way to meet the American party on the river.

About sunset on the 26th they reached the Coashatta village, which had been built within the past two or three years, and consisted of six or eight families of stragglers from the lower Creek nation near the Mobile.

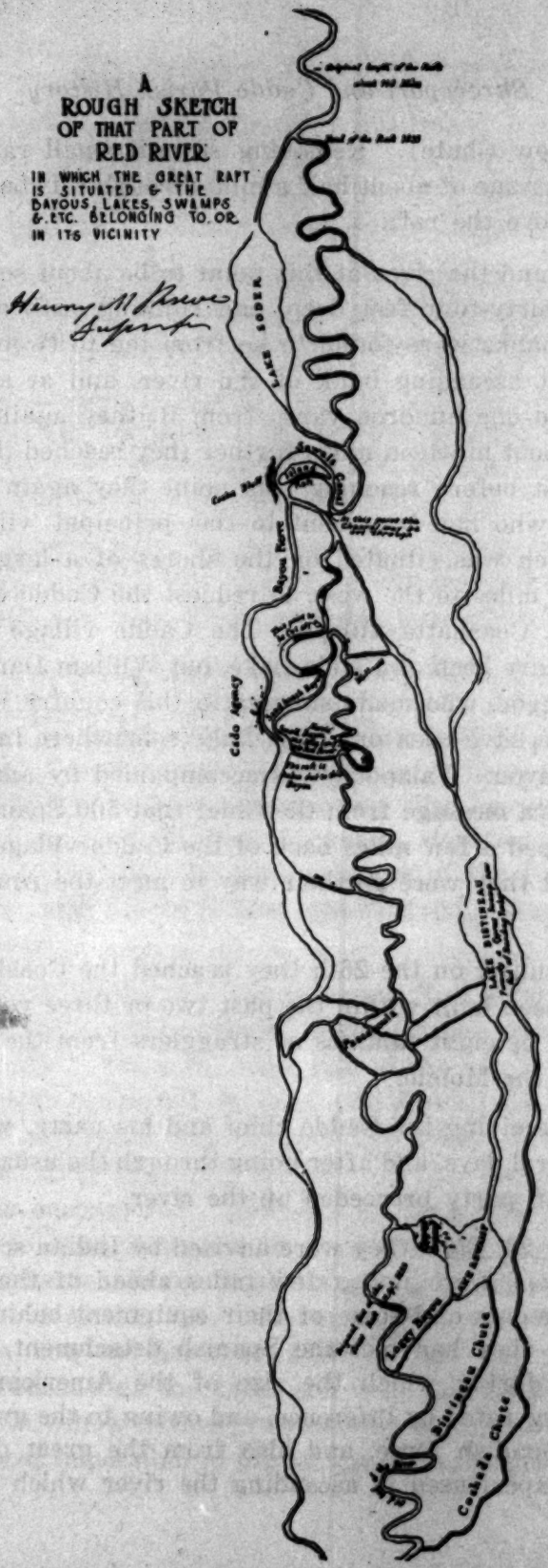
After receiving the Caddo chief and his party, who had been delayed several days, and after going through the usual ceremonies, the American party proceeded up the river.

On July 26, 1806, they were advised by Indian scouts that the Spanish troops were just a few miles ahead of them. Leaving their instruments and some of their equipment behind, they proceeded until they had met the Spanish detachment, and after a conference, during which the size of the American party was greatly exaggerated by inference, and owing to the great superiority of the Spanish force, and also from the great difficulty the party had experienced in ascending the river which was now be-

A
ROUGH SKETCH
OF THAT PART OF
RED RIVER

IN WHICH THE GREAT RAFT
IS SITUATED & THE
BAYOUS, LAKES, SWAMPS
&.ETC. BELONGING TO OR
IN ITS VICINITY

Henry M Shreve
Surveyor



ginning to be very shallow, the party decided to return, having made the trip from Natchitoches to a point near the Oklahoma-Texas line in less than two months.*

CHAPTER IV

THE GREAT RAFT IN RED RIVER AND ITS REMOVAL

The Great Raft in Red River is unique as being the most extensive example of a natural log jam in American rivers, was remarkable for its persistence and difficulty of removal, and had a very great influence on the early history of Shreveport and Caddo Parish.

When the Raft first formed in Red River is unknown. It not only was in existence when the first explorers saw Red River, but it had been known to the Indians since before the memory of any with whom the white men first came in contact. Its formation was but the natural consequence of the characteristics of the river itself. The channel of Red River flows through a valley of alluvial deposit, free of rocks, of light rich loamy character, instead of tough clay, so that the river banks are extremely friable and easily wash out and cave in. Rising as the river does in the treeless plains of northern Texas, it has always been subject to sudden and excessive rises after any prolonged rainy season, and these are not infrequent. These freshets coming down the river caused the banks to cave, throwing large numbers of trees into the water, to be carried until they found lodgment. The most frequent cause of the lodging of these floating trees was of course the snags, trees whose heavy roots caused them to become anchored in the silt of the river bottom, their upper ends protruding to catch any passing floating tree or accumulating drift. Frequent sandbars in the river channel also aided in catching drift. Once started, a collection of drift rapidly grew in width until it extended across the channel, and then in depth up the river, as the stream

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*This chapter was largely written by the late Captain A. T. Witbeck, C. E., who was a deep student of this region. It is based upon a rare original book which the author acquired from him, *An Account of the Red River in Louisiana Drawn Up from the Returns of Messrs. Freeman and Custis to the War Office of the United States Who Explored the Same in 1806*, 63 pp., with Nicholas King's Map bound in. The Howard Memorial Library, New Orleans, also has a copy of this book.

brought down constantly other trees and drift. The raft was not continuous in formation, for frequently new collections of drift would start and grow above the upper end of the raft, thus stopping the trees and debris, and leaving an open stretch of water below it and above the head of the next accumulation lower down stream. Thus the "Great Raft" was in fact a long succession of smaller "Rafts" or accumulations of drift, which was continually moving up-stream, for as time passed the older, or lower, portions would decay and disintegrate and disappear, while the upper end was constantly being added to. It perhaps at one time extended as far south as Alexandria, where the ancient Rapids which formerly seriously blocked the channel there would have formed an excellent lodging place for drift at low water, may have even extended as low as the mouth of Red River. In fact, one theory advanced for the original formation of the Raft in Red River is the retarding of its current and the creating of eddies and a backwater stagnation near the mouth by the greater force and volume of the Mississippi. These are only theories, however, based upon evidence of remnants of the existence of the Raft in those regions, and of certain changes in the topography of the region such as it is known that the Raft caused in that portion of the valley in which it was known to exist later. It is certain, however, that if the Raft extended through the lower reaches of the river earlier, certainly by 1700 when Bienville made the first exploration of Red River he found the channel fairly clear as far up as Natchitoches. Here, however, the Raft was encountered, and it then extended for many miles further up the river. From that time on all descriptions of Red River refer to the raft.

As the trees in the raft became water-soaked they would sink to the bottom and other accumulation would be pushed into their places. Thus the Raft would become more solid, and weeds and small trees would begin to grow upon sections of it. Some sections of it were green with vegetation, and accounts even of willows and cottonwoods twelve inches in diameter growing out of it are met with, and that in places it was sufficiently solid that it might be walked across.

In the earliest map of Natchitoches which we have, in 1722, the Raft is shown just above the series of islands on which Natchitoches stood, a very natural condition, for the dividing of the

stream by the islands afforded an excellent place of lodgment for the drift. When Doctor John Sibley of Natchitoches gave the first American description of the Raft however, in 1805, the foot of it was at Campti, twenty-five miles, by river, above Natchitoches,[10] and the foot of it was near the mouth of Loggy Bayou in 1833, when Henry Miller Shreve, Superintendant of Western River Improvement, commenced the work of its removal.[11]

The first and most important effect of the Raft in the river was, of course, to impede navigation, and thus to hinder travel and trade and the development of the upper reaches of Red River. While it hindered these greatly, it never had the effect of entirely stopping them, for there were always routes around the Raft, through bayous and lakes extending along the foot of the hills on each side of the river valley. The routes, however, were narrow, winding, varying in depth, overhung with trees, and were themselves continually becoming clogged with small accumulations of drift. Other effects of the Raft were to slacken the rate of flow of water in the River channel, thereby causing much silt to fall to the bottom and build up the floor of the river channel, thus raising the bed of the river and materially affecting the drainage of water into it, and retarding the flow of water out of the valley. This in turn had the effect of throwing more and more of the volume of water from the River into the bayous, so that as the Raft increased, the channel of Red River was decreased and that of the various bayous was increased, sometimes to much more than that of the River itself. Still another effect of the Raft was to dam up the mouth of bayous draining into the River and thus causing the water in them to "back up" and form series of lakes, which existed as long as the Raft existed, and until, after its removal, the channel of the River washed itself out to its original depth, thus draining out these old lakes again. An example of these Raft-formed lakes that is familiar to all of us is Cross Lake, which was formed by the damming of Cross Bayou by the Raft, which later became drained, or practically so, and then, very recently, was reformed artificially by the erection of a dam to form Shreveport's water supply which had the same effect that the

[10]Report of Sibley to Dearborn, Secretary of War, April 10, 1805, in *Annals of Congress*, 9 Cong., 2 Sess., p. 1097.

[11]J. Fair Hardin, "The First Great River Captain", in *Louisiana Historical Quarterly*, X, 43.

Raft originally had. Others are Soda Lake, now drained and cultivated, and across much of which one now travels in visiting Belcher and Dixie and crossing to Mooringsport. Caddo or Ferry Lake is another Raft-formed lake, and, as we know, would now be drained but for the dam which was later built below Mooringsport to impound the water. Many similar lakes have entirely disappeared, on both the Caddo and the Bossier sides of the River. Bayou Pierre Lake was a long narrow lake that extended along the foot of the hills from Shreveport to Forbing, and at the lower end of which the Caddo Agency House stood. It was the flooding of the river valley at Caddo Prairie by the encroachment of the head of the Raft in 1830 that caused the removal of the Caddo Indian Agency House from that point to the high ground near Forbing.

Canoes, pirogues and keel-boats could navigate around the Raft, and steamboats also did it, through necessity, but the increase in the number of the latter, and in their size, dictated the necessity of removing the Raft, if Red River was ever to be developed. Before Captain Shreve was detailed to this work, many attempts to solve the difficulty had been made. These had not been by actual removal of the Raft, for that was thought impossible, but by cutting various canals to facilitate and shorten the routes around the Raft. Shreve determined, however, that the Raft could be actually removed, invented two battering-ram type of steam vessels for the purpose, and started on the job in May, 1833, at Campti. He progressed rapidly at first for many miles, for he found the Raft to be very rotten and fairly easily dislodged. It was then over a hundred miles in length, but he thought that he might be able to remove it in one working season. He found, however, as he advanced up the River and into the newer portions of the Raft, that it became much more difficult to dislodge, and he resorted a number of times to the digging of canals across sharp bends of the river, to save the work of removing the longer raft around the bend, to shorten the route of the river itself and to increase the rate of flow in the river channel, and also to furnish a place, in the cut-off bends, for deposit of the debris of the raft which he removed. For he found that, so sluggish had the flow of the river become, and so little water remained to flow down it, that the drift, even when dislodged, would not be carried readily away, but would remain to reform another Raft! He also

packed as much of the debris as he could into the mouths of bayous that emptied out of and into the River, to force as much of the water back into the original channel as possible, to assist in washing it out. The first year he removed seventy-one miles of the Raft, up to opposite the Caddo Agency, and found the Raft to be in 56 sections, covering altogether one third of the length of the river from where he started. He states that "In many places the timber was quite solid to the bottom of the river, which I found to be an average of twenty-five feet deep". He estimated that there were seventy miles of river yet to be cleared of the Raft. So much more difficult was this, and so persistently did the Raft reform during the seasons of the year when Shreve was not at work on it, that it took him five more years altogether to finish the work and entirely clear out the Raft! He finally finished the job, however, and opened the River to navigation to Fort Towson, 720 miles above its mouth. His reports of each year's struggle with the Raft read like an epic of achievement, and attest his perseverance.

The effect of the removal of the Raft was immediate. The fertile valley of Red River was opened for cultivation and settlement. Its rich alluvial soil was drained. Steamboats plied the channel, bringing into the valley settlers with their goods, and traders with their merchandise, and took out the rich produce of the region.

Shreve was not unaware of the great financial advantages that would flow from his work, and he joined in 1837 with seven others of the founders of the town of Shreveport, which soon became, as it has ever remained, the largest city in the valley of Red River.

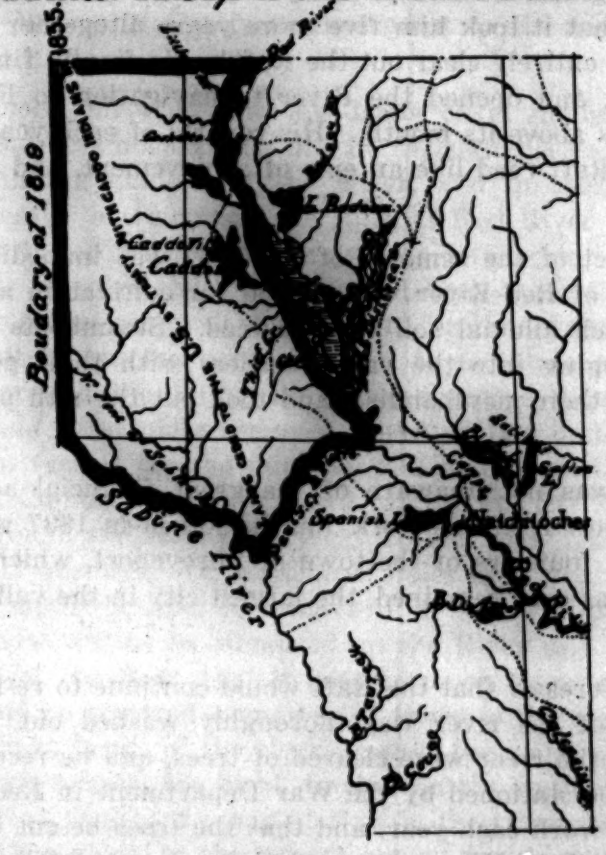
Shreve foresaw that the Raft would continue to re-form until the channel of the river was thoroughly washed out, and until the banks of the river were cleared of trees, and he recommended that a boat be stationed by the War Department in Red River to continue his work each year, and that the trees be cut back from the caving banks. His recommendations were not followed, however, and at intervals for forty years after he removed the Great Raft, sections of the Raft would reform, necessitating more canal cutting and raft removal. Most of this occurred above Shreveport, however, and the Great Raft as it had been known before

CADDO INDIAN CESSION

JULY · 1 · 1835

· TREATY ·

Natchitoches District of Louisiana. Copied from H.S. Tanner's Map of the U.S. of America 1834



his time, never grew to anything like the extent that it had been. After Shreve, Col. Thomas T. Williamson, one of the co-founders of Shreveport, had the contract for removing later sections of the Raft. These would intermittently block the main channel of the River until its final and complete removal, with the aid of nitroglycerine, which Shreve did not have, in 1878, since which time it has been known no more.

Shreveport had in the meantime been founded, however, and it and its valley were no more to be cut off from this great needed artery of commerce. Both the city and the valley continued to develop, and the effects of the Great Raft, and even its very existence, became lost almost to memory.[12]

CHAPTER V

THE CESSION OF THE SITE OF SHREVEPORT BY THE CADDO INDIANS AND THE LOCATION OF THE CADDO INDIAN AGENCY HOUSE[13]

A portion of the suburb of Broadmoor of the City of Shreveport is located in the Northern part of the celebrated "Grappe Claim" of four square leagues of land in Caddo Parish, reserved for Francois Grappe, by the Caddo Indians, in the Treaty of Cession of their lands to the Federal Government. (10 Howard U. S. Sup. Ct. Reports, pp. 448-451).

The title to this celebrated claim formed the basis of the famous suit of United States versus Jeheil Brooks, No. 1459, on the docket of the old United States Circuit Court at New Orleans, the record of which contains much of historic interest. This

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[12]Sources for this chapter are: Shreve's Reports, reprinted from *American State Papers*, in *Louisiana Historical Quarterly*, Vol. X; Lieut. Col. S. H. Long's Report, copied from *Reports of Chief of Engineers, Geological Survey of Louisiana*, Harris Veatch, 1899, pp. 160-174; Letter of Dr. Joseph Paxton, 1828, in *Senate Documents*, 20 Cong., 2 Sess., Vol. I, No. 78; John Edward Guardia (of Louisiana State Normal College, Natchitoches), "Successive Human Adjustments to Raft Conditions in Lower Red River Valley", (Master's Thesis, University of Chicago, 1927; the best study of the Raft that has ever been made; it should be published); Olden Lee Barker, "An Historical Account of the Red River as an Inland Waterway", (Master's Thesis, University of Colorado, 1929; copy in the writer's library and also in the Shreve Memorial Library).

[13]This chapter is based upon "The Caddo Indian Treaty", in *House Document No. 1085*, 27 Cong., 2 Sess., a copy of which is in the writer's library.

Treaty of Cession, which was preparatory to the final migration of the Caddo Indians to Texas and Oklahoma, was signed July 1, 1835, at the Caddo Indian Agency House, between Jeheil Brooks, as Commissioner for the United States, and twenty-five Caddo chiefs. (Id. pp. 449-450). Forty United States troops from Fort Jesup, under command of Capt. Harrison and Lieutenant Bonnell, attended the signing.

This Agency House, which was the headquarters for all dealings of the United States Government with the Caddos from the date shortly subsequent to the Louisiana Purchase, was located on the bluff on the West bank of Bayou Pierre, at the point where the west boundary line of the Grappe Claim crosses this bayou, between White's Lake and Upper Bayou Pierre Lake. Both of these lakes have long since dried up like many of the other lakes in this region, and are now in cultivation, but the location of the crossing is just South of the point where the present asphalt road from Forbing to Lucas crosses Bayou Pierre. Maps of the original surveys of Terrell and Warren, in 1837 and 1838, and of George Morse in 1842, in the State Land Office and the General Land Office, definitely show the site of the Agency House, and a copy of the Morse Map, with a projection of the modern roads to show the location with reference to the present surroundings, has been made by Mr. D. A. Somdal, and is given herewith.

Fortunately, we also have the original Field Notes of the Survey of the Grappe Claim by George W. Morse, Deputy Surveyor of Louisiana, which are preserved in the State Land Office at Baton Rouge, which survey "was finished in the month of October, 1842", according to the certificate thereon. The Field Notes are the actual notes of the survey made at the time the line is run, and giving the exact distances, the natural features encountered, such as streams and lakes, the locations of survey posts and stakes, and the bearing trees. In the running of the West line of the Grappe Claim we are aided not only by the distances given, but also by the nearness of a well known Township corner, and the fact that a short distance from the northern end of this West line Bayou Pierre is crossed twice in rapid succession, these crossings being just south of the mouth of Bayou Pierre Lake, and being the only places at which the line crosses this stream. After giving the direction and distances across the corner of the Township, the

Notes continue: "Across to the East bank of Bayou Pierre 212.32. Set post on the East bank 240 chains to the West bank of Bayou again *near to the Caddo Agency.* Set post, an ash 18 inches diam. dist. 21 lks bears south and a locust 12 inches diam. dist. 20 lks bears S 52 E. Continued on same course, leaving *the Old Agency* to the left (that is, between the line and the Bayou) 375 chains to Reuben White's field 455 chains to E. Carroll on the left 505.00". This was only seven years after the date of the Treaty, and the building was apparently still standing. This gives an exact, official and professional reference to the House and its location. This is no guess-work or approximation, it is definite proof by a contemporary official survey. It can leave no doubt as to the location. It is interesting to note, too, that Reuben White is the grandfather of Mrs. Mattie Meyer, owner of "Shreve Island", across the valley. . His field shows on the plat of survey, as it was already cleared at the time. White's Lake, just south of his field, and which is also noted in the survey, bears his name.

Captain Henry Miller Shreve, in his "Rough Sketch" of Red River, attached to his first report to the War Department in 1833, to show the extent of the Great Raft in Red River, also notes thereon the location of the Agency as being in the same place as that shown on the later surveys. His sketch, however, was not a survey, not drawn to scale, and intended only, as he called it, a rough sketch, but it is valuable as corroborating the later surveys. A recent aerial map survey made by the United States Army Photographic Section, at Barksdale Field, shows the old Grappe line and confirms this location.

At that time, of course, Red River was largely obstructed by the Raft, and navigation was chiefly through Bayou Pierre and its connecting chain of lakes, through which an open channel was maintained. It formerly flowed out of Red River just above the Texas Tank Farm, beyond Centenary College, on the outskirts of Shreveport, and flowed along the foot of the hills on the western edge of the river valley, and then, as now, rejoined Red River just north of Grand Ecore. There were frequent cross channels, connecting it with the river. In Shreveport Bayou Pierre is now the rather insignificant but pretty stream that Kings Highway now crosses on a fill, and that borders the Broadmoor Golf Course, and winds alongside the beautiful drive near Dodd College. It is

difficult to believe that steamboats once plied along this stream, but Charles A. Sewall, one of the witnesses at the Congressional Hearing held in Shreveport in 1840 on the Grappe Claim matter, testified that Colonel Brooks offered Captain Edwards, of the steamboat Charleston, one hundred dollars per hour to stay tied up at the bank near the Agency to take him down the river as soon as the Treaty making was concluded.[14]

The original of Captain Shreve's map, with his notations thereon, is preserved in the office of the Chief of Engineers of the United States Army at Washington. A copy is given herewith.

In the record of the suit of Jeheil Brooks referred to, there is also filed a map showing the territory ceded by the Caddos to the United States in the Treaty, comprising most of the present Parish of Caddo; and a copy of this map is herewith given. The price for which the Indians sold was $80,000, of which $30,000 was paid in cash in goods and money, and $50,000 paid in five annual installments of $10,000 each. In this Treaty there was also reserved by the Indians for Larkin Edwards, their friend and interpreter, the Section of land which he later sold to the Shreve Town Company and on which the town of Shreveport was soon laid out.

The Caddos did not, however, leave their old homes immediately after the treaty was signed, though one of its articles provided that they should immediately move into Texas at their own expense. But the Texas Revolution broke out and the new Republic of Texas protested against the Indians moving into their territory, as they had enough Indian troubles already, so none moved until in July, 1836, and then a large party left for Northern Texas. This aroused the Texans, who protested against any more migrating from Louisiana. More Caddos would continue to go, however, to join their Chief, Tarshar, The Wolf, and Texas continued to remonstrate to the United States. On November 21, 1838, the Adjutant General of Texas wrote to Charles A. Sewall, who was then Caddo Indian Agent at Shreveport, advising him that he had been informed that the Caddos had been paid their latest installment on the Treaty price in arms and ammunition, and that they were using these against the colonists in northern Texas. He received no satisfactory reply from Sewall, and continued

[14] *House Documents, No. 1035*, 27 Cong., 2 Sess., p. 36.

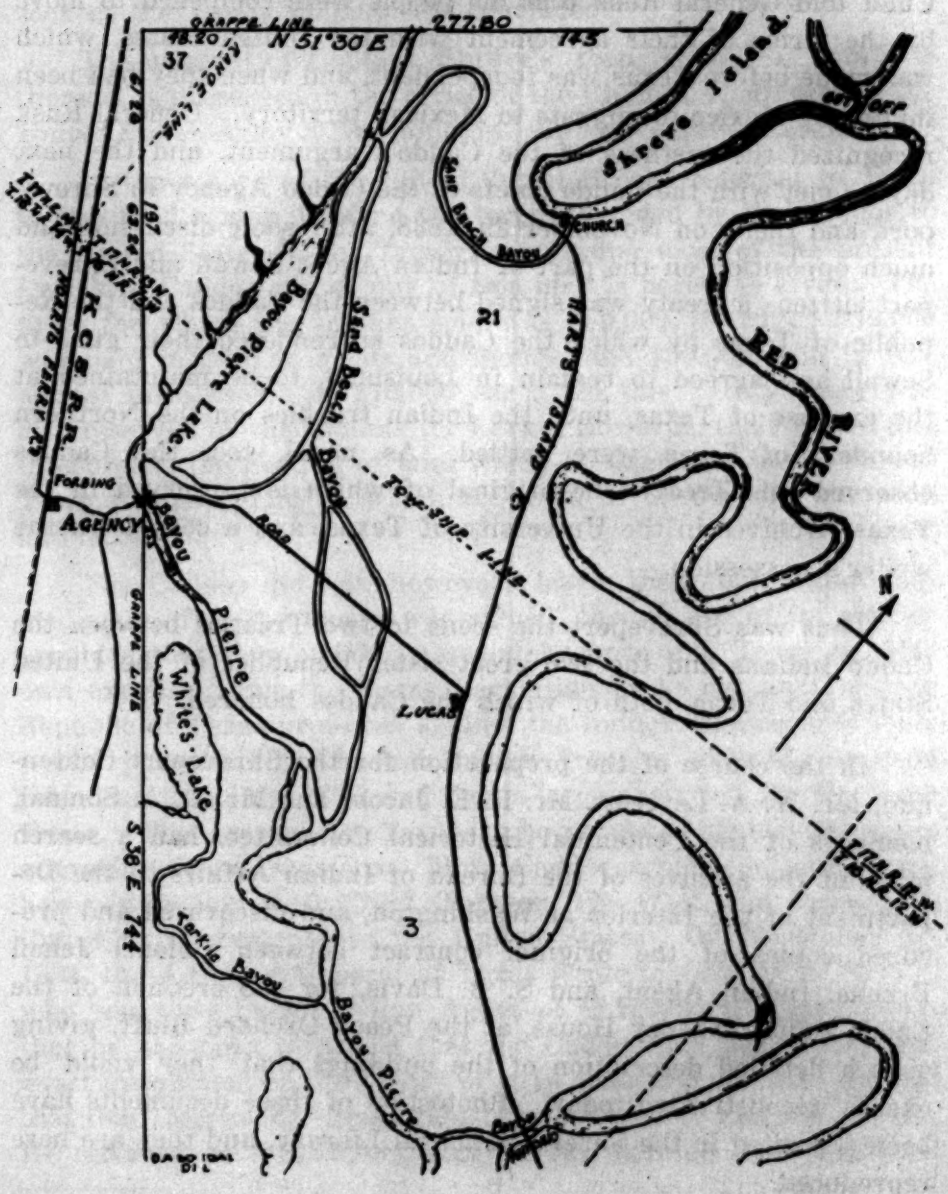
trouble with the Caddos led finally that month to an invasion of Caddo Parish by Texas troops under General Rusk to punish the Caddos and stop them from entering Texas. The Texas and Caddo forces met near Caddo Lake, but, as usual the Caddos did not wish to fight the white men, and said so, and that he preferred to talk. A meeting was arranged between the lines, and the Caddo Chief told General Rusk that his people were compelled to move by the terms of their agreement with the United States, wnich was made before Texas was independent, and when they had been invited by Mexico to migrate to Mexican territory. General Rusk recognized the justness of the Caddo's argument, and the next day he met with the Caddo chiefs at the Caddo Agency in Shreveport, and there, on November 29, 1838, after some discussion and much opposition on the part of Indian Agent Sewall and Shreveport citizens a treaty was signed between the Caddos and the Republic of Texas by which the Caddos surrendered their guns to Sewall and agreed to remain in Louisiana, to be maintained at the expense of Texas, until the Indian troubles on the Northern boundary of Texas were settled. As usual, too, the Caddos observed this Treaty, the original of which is preserved in the Texas Archives in the University of Texas, and a copy is in the writer's possession.

Thus was Shreveport the scene to two Treaties between the Caddo Indians and the two great sister Republics of the United States and Texas, both of which the Caddos honored.

In the course of the preparation for the Shreveport Centennial, Mr. W. A. Leverett, Mr. R. E. Jacobs and Mr. D. A. Somdal, members of the Centennial Historical Committee, had a search made of the archives of the Bureau of Indian Affairs of the Department of the Interior at Washington, and discovered and procured copies of the original contract between Colonel Jeheil Brooks, Indian Agent, and S. B. Davis, for the erection of the Caddo Indian Agency House, at the Peach Orchard Bluff, giving such a detailed description of the buildings that they could be exactly reconstructed today. Photostats of these documents have been deposited in the Shreve Memorial Library, and they are here reproduced.

LA. STATE LAND OFFICE
GEO. MORSE SURVEY 1842

SHOWING SITE OF CADDO INDIAN AGENCY
SCENE OF TREATY OF CESSION OF JULY 1 1835



CONTRACT FOR THE BUILDING OF AND DESCRIPTION OF THE CADDO INDIAN AGENCY BUILDINGS ON PEACH ORCHARD BLUFF

Memorandum of an agreement made this 28th day of January, 1831, at the Caddo Prairie, between Samuel B. Davis, house carpenter and millright, of Hempstead County and Territory of Arkansas, of the one part, and Jehiel Brooks, Indian Agent on Red River, for and in behalf of the United States, of the other part, witnesseth: That the said S. B. Davis hath this day contracted with the said J. Brooks to erect certain public buildings for the purposes of the Indian Agency on Red River at and upon a certain Bluff within the Caddo Country (known by the appellation of *"The Peach Orchard Bluff"*) on the Bayou Pierre channel of Red River, to-wit: One dwelling house of two rooms, one of which to be twenty-three feet by eighteen, and the other eighteen feet square, with a partition wall, all to be built with pine logs hewn on two sides and straightened on the other two, with all the bark taken off the same; the foundations to be laid on logs of at least eighteen inches diameter, sunk endwise two feet into the earth and rising eighteen inches above the surface of the earth, the first round to be of white or post oak to be erected ten feet between the sills and joists and four feet clear above the joists, to have galleries or porches extending the whole length (forty-one feet) on both sides, connected at one end by a gallery of the same width, and at the other end to erect a frame twelve feet wide and eight feet high to the joists from the sills, placed on a level with the sills of the house, and extending in length to the extremities of the two long galleries, being thirty-eight feet, to be neatly weatherboarded entirely around to the logs of the main building, divided into three equal apartments and neatly ceiled within, with doors to the two outer rooms opening on to the galleries, with a window opposite each, a door through the logs to the inner room with a window opposite. The room in the main buildings, adjoining the frame, and nearest thereto, shall have two outer doors, opposite each other, and two windows, also opposite each other, dividing the room into three equal parts between them on each side a partition door on the right side into the adjoining room which after setting off five feet for the fire places, chimney and pantry on the left of the same, the remaining eighteen feet to be divided first by two doors and then two windows in the same manner as the other, with one end window, the floors to be made above and below of good seasoned yellow pine planks of an inch and a quarter thick tonged and grooved and bradded to the sills, the shelves, ceiling and door of the pantry to be made, and the whole to be covered with good cypress clap-

board three feet in length, with one foot to the weather: the whole building to be executed in a plain but neat and workmanlike manner:

Also to erect one kitchen with pine logs with the bark pealed off, twenty-six feet long by sixteen feet broad, and eight feet between floors with a substantial partition wall dividing it into 12 and 14 foot rooms, good, substantial grooved floors, and with an end window to the 12 foot room and two doors opposite and one window to the 14 foot room, with a partition door:

Also one store house 20 feet long by 16 feet wide of pealed pine logs eight feet high between floors, the ground floor to be made of good pine planks and the upper floor of hewn or peeled logs, with one strong door of two thicknesses of oak plank strongly nailed together and one window shutter made in the same way:

Also one gun and black-smith shop, thirty-two feet long by sixteen feet wide and eight feet high in the clear, with a log partition dividing the whole into one 17 and one 15 foot room to be made of pealed pine logs with a plank floor in the smallest room and with one substantial door and two window shutters made of oak plank:

Also one mill house of sufficient dimensions to enclose the whole works complete appertaining thereto, which is to be determined and arranged by inspection and admeasurement of the same now here at the Caddo Prairie and the same when the house shall be in readiness at the said Bluff shall be put up therein in good and complete order for grinding corn:

The whole of the four last described houses are to be covered in the same manner as the dwelling house:

And the said S. B. Davis engages to find all the wood materials excepting such as may be obtained from the public buildings on the Caddo Prairie: The said J. Brooks providing on the part of the United States to transport all the materials proper for transportation and important in the construction of the new buildings aforesaid, together with the mill stones, irons, and running gears from the said Prairie to the said Bluff, with all convenient dispatch, also to furnish nails, brads, hinges, etc., necessary to be used in the said superstructures and to haul all the timber from the place where felled, hewed and pealed to their several sites of building and also to pay unto the said Samuel B. Davis on the signing and sealing of these presents the sum of fifty dollars in cash and the further sum of One Thousand and fifty dol-

lars on the completion, delivery and acceptance of the said work by the said Jeheil Brooks or any other person duly authorized by the United States:

It is further agreed that the said S. B. Brooks shall put into each gable end of the dwelling house (the Garret running the whole length) two small windows to open inward on hinges, and a window of suitable dimensions to the pantry.

Given under our hands at the Caddo Prairie the day and year first above written.

(signed) S. B. Davis (seal)
J. Brooks (seal)
Indian Agent on Red River.

(The words "house carpenter and mill-wright" and "with" and "end-wise" and "enter" and "door" were all interlined before signing) Test: Jacob Irwin J. H. Thompson.

SUPPLEMENTAL

It is further agreed and understood by and between the parties to the aforesaid agreement that the work specified therein shall be commenced without delay and prosecuted with all due diligence to its completion, which is to be accomplished by the fifteenth day of May next, and that the said S. B. Davis is not to be delayed in the progress of the said work for the want of any of the materials to be furnished or work to be done by the said J. Brooks.

In presence of Test:
Jacob Irwin
J. H. Thompson

S. B. Davis
J. Brooks, Indian Agent on Red River.

Endorsed:

Memorandum of Agreement between Samuel B. Davis and Jeheil Brooks for erecting divers Public Buildings.

Agency, August 17, 1832. I do hereby consent that Jacob Irwin, the depositary of the within Article of Agreement, may deliver the same to the Red River Indian Agent, we having this day settled all the considerations therein mentioned.

S. B. Davis.

ESTIMATE OF COST

Estimate of Expenses for erecting Public Buildings for the Red River Indian Agency at "Peach Orchard Bluff" on the Bayou Pierre Channel of Red River, to-wit:

Building one dwelling house of hewed logs a story and a half high with galleries and ceiled partitions	$ 650
Do. one kitchen house of pealed logs, etc.	125
Do. one store house of pealed logs, plank floor and log upper floor	100
Do. one Gun and Blacksmith Shop of pealed logs, with two rooms and floored	125
Do. one Mill house, suited to the running gears on hand	150
Planks, Boards, Shingles, Clapboards, Scantling, stone, nails, hinges, locks, etc., etc.	200
Putting the Mill in order for grinding	100
Transportation of Mill Stones, Irons, running gears, and all other public property from the Caddo Prairie to Peach Orchard Bluff	150
Hauling timber, shingles, clapboards, etc., to be used in the construction of said buildings	50
	$1650

I certify on honor that the above estimate has been made by me after due inquiry of experts as to the expense of erecting such buildings, and as to their structure, I have been governed by the considerations of economy and the convenience and durability of the work.

J. Brooks,
Indian Agent on Red River.

Endorsed:

An estimate for Public Buildings, etc.
Caddo Jeheil Brooks 1831-32.

CERTIFICATION

We the undersigned do hereby certify that we have been residing on and near the Caddo Prairie during the five years last past, and know that the Prairie was inundated in the Spring seasons of the years 1826, 1827 and 1830 by the rise of water in Red River in consequence no doubt of the Raft in Red River having arrived about five years ago in its annual accumulation up the River to highlands on the east side which come bluff to the river—that the water has been four feet deep over the ground on which the Agency House stands, the foundation of which (as well as the other buildings so situ-

ated) is now rotten and giving way—that the greatest inundations occur so late in the Spring as to ruin agriculture and all the most valuable garden plants—not a fruit tree or garden shrub survive a single overflow—that the flood of water is so unexpected in its approach and rapid in progress that the human beings on the Prairie have but little more time than necessary to escape in safety to the highlands, with the few animals that can be driven immediately around them, destroying all others and injuring or floating off every other description of property, and finally that the present stage of water in the adjacent bayous and the rapid progress of the Raft—judging from our experience of the past, justifies the belief which we with many others now entertain that henceforward the prairie will be inundated annually if it does not ultimately remain transformed into a permanent lake.

Given under our hands in duplicate at the Caddo Prairie the 31st day of January, 1831.

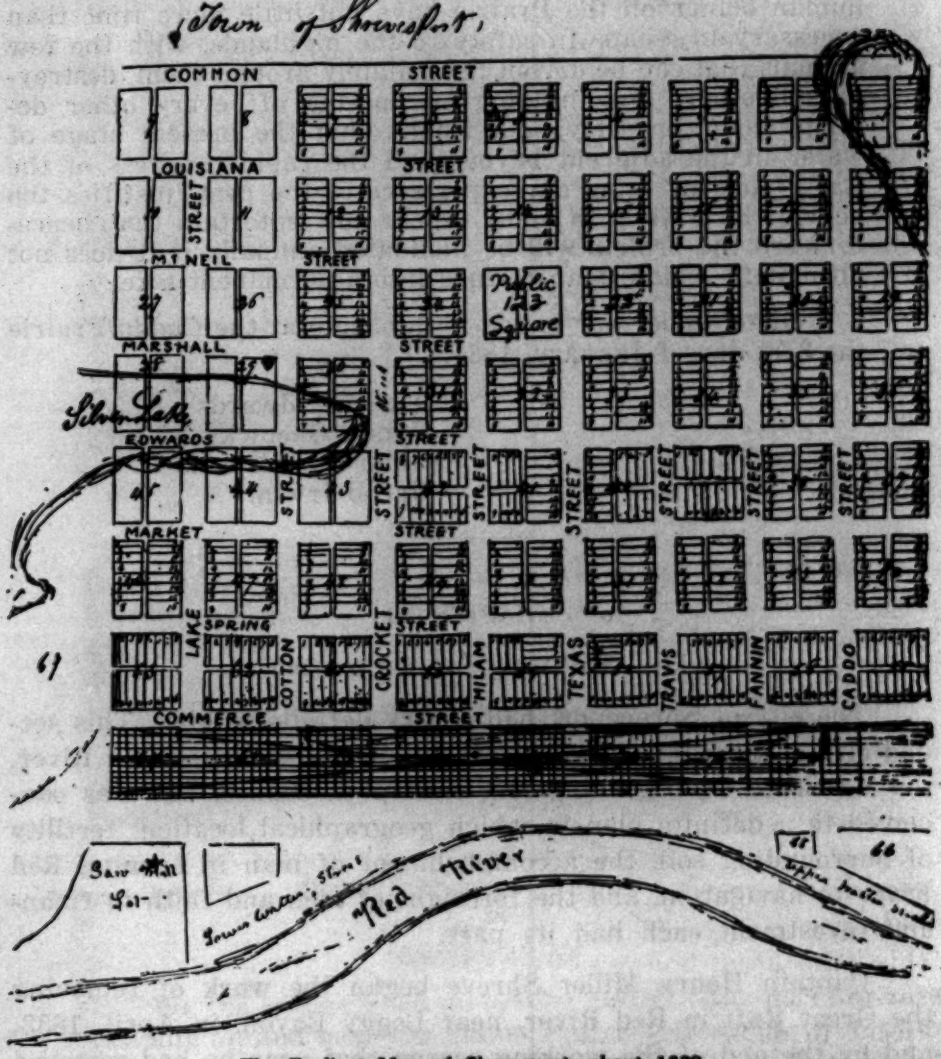
Larkin Edwards
James Shenick
John W. Edwards
Jacob Irwin.

CHAPTER VI

THE FOUNDING OF SHREVEPORT

The city of Shreveport had a very definite origin. This second city of Louisiana, and the largest in the valley of Red River, did not have its beginnings in the lap of chance, but was conceived in a definite plan in which geographical location, fertility of surrounding soil, the accomplishment of man in opening Red River to navigation, and the foresight of men and faith in financial investment each had its part.

Captain Henry Miller Shreve began the work of removing the Great Raft in Red River, near Loggy Bayou, in April, 1833, and by the end of the working season that year he had removed the Raft as far up the river as the Caddo Indian Agency, which was nine miles below the site of Shreveport. The raft never reformed to any great extent in this section of the river, so that the remaining five years of his work, until it was completed, was almost all spent in the newer, tougher portions of the Raft above this point, and he used the Agency House or nearby Bayou Pierre,



The Earliest Map of Shreveport, about 1839.
Original in Office Clerk District Court.

and, as soon as it was reached, Cane and Bennett's Bluff, as the base of his annual operations. Cane and Bennett's Bluff, which was to become the site of Shreveport, took its name from the partnership of James Huntington Cane and William Smith Bennett, two rugged frontier traders who penetrated into this river wilderness and on this high ground between the points at which Cross Bayou emptied into the river, and Bayou Pierre flowed out of it, established their trading post. We know that they were here before July 1, 1832, and they may have been here a few years earlier than this date, but just when they came is unknown. They apparently came for the express purpose of trading and not to enter land, for their names do not appear among those of a number who had been in this region for a number of years as land claimants. That they had been here already sufficiently long to be definitely identified with the region is indicated by the fact that, unlike their co-partners in the Articles of Agreement of the Shreve Town Company, their states of origin are not given, but they are referred to simply as being "of the Parish of Natchitoches". They had selected an advantageous site, for it is the only place, with the exception of neighboring Coates' Bluff situated on part of the same high ground, for a distance of fifty miles or more either above or below, where the bluffs or high ground reach to the river's edge. Here was a high and healthful location, where the Texas Trail reached the river over high ground, without the laborious crossing of a broad and miry alluvial river valley. They doubtless had heard of the vast numbers of Americans who were emigrating to Texas, still a Mexican province, and may have even formed a part of that westward tide, only to stop here enroute to grasp a commercial opportunity. Doubtless, too, they had learned of Shreve's great work, which was certain to open the great channel of commerce of Red River, and make of this point a natural gateway to Texas, as well as a trading center for the rich valley itself. Any one of these reasons would be sufficent to determine the choice of this location, and all of them doubtless determined the choice of Cane and Bennett.

They were already established here on July 1, 1835, when the Treaty of Cession was executed by the Caddos to the United States, in which the Indians reserved a "floating" or unlocated claim or reserve of 640 acres of land in favor of their white friend and interpreter, Larkin Edwards. Other hardy pioneers preceded,

accompanied or soon followed them, and on January 24, 1836, Edwards obligated himself to sell his "reserve" of 640 acres to Angus McNeill, and on February 4, 1837, Edwards carried out his obligation by deeding to Angus McNeill, Bushrod Jenkins, Bennett & Cane, Henry M. Shreve of Kentucky, Sturgis Sprague of Mississippi, Thomas Taylor Williamson of Arkansas, and James Belton Pickett of South Carolina, this reserve to be located on the right bank of Red River, for the sum of $5000 cash.

These eight purchasers had already on May 27, 1836, formed a partnership which came to be known as the Shreve Town Company, by which each agreed to contribute his proportionate share to the purchase of this land, which they also "located on Bennett & Cane's Bluff on the South Bank of Red River", and which they had "laid out in lots for a town to be known as Shreve Town". Each agreed to take one lot, to erect thereon within eighteen months "a comfortable dwelling house", and to pay into the common treasury such sums of money as would be necessary to build "a suitable house for public entertainment, a steam saw-mill, and such other improvements as may be deemed necessary to advance the prosperity of the town". Herein do we find a combination of the most approved methods of real estate development combined with the advanced method of regular "chamber of commerce" contributive co-operation! They further agreed "in good faith to use all proper means to encourage the settlement of said town" and to purchase the title to "the Lower or Coats' Bluff", apparently to stifle competition.

Coates' Bluff was an older settlement, or at least as old, occupying the bluffs where now is located the Stoner Hill section of Shreveport, and here was located the trading post of McLeod and Carr, and also the home of Larkin Edwards. It had a postoffice before Shreveport did, and its rivalry apparently gave the founders of Shreve Town some concern. They apparently failed to purchase the title to Coates' Bluff as they had planned, and it is related that action more "direct" and not quite so fair was adopted. "On a certain Sunday in 1837, some of the citizens of Shreveport induced Captain Shreve to go down with his snag-boat 'Eradicator' and cut a ditch across a point about 250 yards wide and three miles around. This ditch rapidly washed out, and as the divergence of the channel left Coates' Bluff high and dry, the

high expectations of its founders were swept away."[15] Shreve himself chronicles the cutting of this ditch, though not for this avowed purpose but to "shorten the channel of the river". If it had the result above described, he doubtless had no regrets, and he may have foreseen exactly the effect upon the rival settlement. Shreve had had much experience in changing the course of rivers. The island which he formed by cutting the ditch is well known today as "Shreve Island" plantation of Mrs. Mattie Mayer, just below the former site of Coates' Bluff.

Having obtained from Larkin Edwards a good title to Cane and Bennett's Bluff, through ratification of the treaty, the members of the Shreve Town Company laid off the town with eight streets running in each direction. Texas had achieved her independence in 1836, memory of the heroes of Goliad, the Alamo and San Jacinto was still fresh, and the tide of immigration into the new Republic had redoubled. It was but natural, therefore, that after naming the northernmost street Caddo, in honor of the original owners, the names of the next should honor Fannin, Travis, Texas, the main thoroughfare and the terminus of the Texas Trail, over which the immigrants passed, and over which, too, came back the cattle and commerce of that new empire. Then Milam and Crockett streets, before the names of Texas heroes were exhausted. Honor then was done to Cotton, already the staple support of the new enterprise, and last Lake street, because it was interrupted in its course by the broad expanse of Silver Lake, a prominent feature of the first map of the town. And beginning at the river, it was natural, too, that the busiest front street should be called Commerce, then Spring, doubtless from the springs which were found along its course, then Market, where the town market was doubtless planned to be located, then Edwards, in honor of the Interpreter of the Indians whose reserve the townsite was, then Marshall, in honor of Colonel Thomas Marshall, that stalwart South Carolinian, who had come west with his slaves in 1833, built his palatial home on Land's End some twenty miles to the eastward, near Gloster, and owner of many acres in both Caddo and Bossier parishes, who later was to be the first State Senator from this District, member of the Secession Convention, Delegate to the Confederate Constitutional Convention, and to the Provisional and First and Second Confederate

[15] *Biographical and Historical Memoirs of Northwest Louisiana*, p. 14.

Congresses. Then McNeill, in honor of the President of the Shreve Town Company, and finally Common. The blocks formed by these streets, embracing what is now "down-town" Shreveport, was the original town, with natural boundaries of the river on the east, Cross Bayou on the north, and Silver Lake on the south. The latter has entirely disappeared and become a busy railroad yard, with improved drainage and the lowering of the bed of the river. However, as late as 1926 we were reminded of its very important and extensive presence when, in excavating for the sixteen story Slattery Building, at the corner of Texas and Marshall, twelve feet below the present surface a flat-boat, with well preserved hardware fittings, was unearthed.

Almost in the center, Block 23, bounded by Texas, Marshall, McNeill and Milam, was left vacant and designated as a Public Square. Not until 1859, however, was it to be occupied as a court-house site, the court-house occupying up to that time a residence at the northeast corner of Crockett and Market streets.

Members of the Shreve Town Company bestirred themselves to carry out the terms of their agreement for improvements. There is of record in Natchitoches an agreement, dated as early as September 5, 1835, between "Bushrod Jenkins, of the Great Raft, Red River, Louisiana" and John Craig, of Woodford County, Kentucky, whereby Jenkins agreed to furnish all the "nessery timbers, sawn or hewn planks, shingles, nails, mettle castings for the running geare", with three hands and their support, board, washing and lodging for Craig and the expense of transporting him and his tools "to the Raft" and there to construct a "cotton jinn with its nessery screw and press" for the sum of $500. On January 16, 1837, we learn from an old suit at Natchitoches, Henry M. Shreve, as agent for the members of the Shreve Town Company, contracted with E. J. Smedley, a mill-wright of Louisville, Kentucky, to erect a sawmill "at Shreveport, on Red River", Shreve to furnish all materials, passage to Shreveport, and pay Smedley $125 per month.

Settlers flocked to the new town, and lots were sold off rapidly. The Shreve Town Company was purely a commercial, and not a governmental enterprise, and it soon became necessary for the settlers to adopt a form of government for the new town. By Act of January 18, 1839, the Legislature created the present

Caddo Parish out of Natchitoches, making "the house of Thomas Wallace" the seat of justice until a permanent one was selected. The original Township Plat of Township 15 North, Range 13 West, locates this on the south shore of Wallace's Lake, in Section 8, now thirteen miles due south of the present Caddo Parish Courthouse, and just over the line in De Soto Parish. On March 20, 1839, the Legislature granted a charter to the town of Shreveport, made it the seat of justice of Caddo, and ordered an election to be held in May. At this election five trustees were elected, and these chose one of their number, John O. Sewall, as the first Mayor of Shreveport. The Trustees had the power to levy and collect taxes, but only to the amount of $1000 per year. Elected as Trustees with Sewall were his brother, Charles A. Sewall, W. W. George, a lawyer who later became Mayor and still later a Judge of the Court of Appeal, T. P. Hotchkiss and S. B. Hunter. All except Charles A. Sewall qualified before Angus McNeill, who had been appointed Justice of the Peace, on September 2, 1839. J. R. Smith was appointed in the place of Charles A. Sewall. On September 11, 1839, the first ordinances of the new town were adopted, providing for the "cutting out" of Commerce Street and removing the stumps, the establishment of a ferry at the foot of Caddo street, the levying of licenses on drays and carts, etc. John R. Smith was assessor, P. C. Hansborough constable and collector, A. B. Sterrett surveyor, and S. C. Wilson treasurer. On October 14 an ordinance was adopted requiring all slaves to retire to their homes before 8 P. M.

With the setting up of a stable municipal government and its administration through duly elected officers and by the customary mode, the founding of the town may be called complete. The subsequent record is of its growth and development, which has never ceased. Thus out of a wilderness, and on a river frontier, a typical American city was founded a century ago.

We shall now give, collected for the first time from United States Government archives, Acts of the Louisiana State Legislature, and the Records of Natchitoches and Caddo parishes, the documents reflecting this history.

CHAPTER VII

DOCUMENTS

1. THE CADDO INDIAN TREATY[16]

Articles of a treaty made at the agency-house, in the Caddo Nation, and State of Louisiana, on the first day of July, in the year of our Lord one thousand eight hundred and thirty-five, between Jehiel Brooks, commissioner on the part of the United States, and the chiefs, head men, and warriors of the Caddo Nation of Indians.

Article I

The chiefs, head men, and warriors of the said nation, agree to cede and relinquish to the United States all their land contained in the following boundaries, to wit:

Bounded on the west by the north and south line which separates the said United States from the republic of Mexico between the Sabine and Red Rivers, wheresoever the same shall be defined and acknowledged to be by the two Governments. On the north and east by the Red River, from the point where the said north and south boundary line shall intersect the Red River, whether it be in the Territory of Arkansas or the State of Louisiana, following the meanders of the said river down to its junction with the Pascagoula bayou. On the south by said Pascagoula bayou to its junction with the bayou Pierre, by said bayou to its junction with bayou Wallace, by said bayou and Lake Wallace to the mouth of the Cypress bayou, thence up said bayou to the point of its intersection with the first mentioned north and south line, following the meanders of the said watercourses; but if the said Cypress bayou be not clearly definable, so far then from a point which shall be definable by a line due west, till it intersect the first-mentioned north and south boundary line, be the content of land within said boundaries more or less.

Article II

The said chiefs, head men, and warriors of the said nation, do voluntarily relinquish their possession to the territory of land aforesaid, and promise to remove at their own expense out of the boundaries of the United States and the territories belonging and appertaining thereto, within the period of one year from and after the signing of this treaty, and never more return to live, settle, or establish themselves, as a nation, tribe, or community of people, within the same.

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[16] *House Document No. 1035*, 27 Cong., 2 Sess., pp. 73-78. This interesting and rare book, a copy of which is in the author's library, contains the Journal of the Treaty making, and the testimony touching it taken in 1840.

Article III

In consideration of the aforesaid cession, relinquishment, and removal, it is agred that the said United States shall pay to the said nation of Caddo Indians the sums, in goods, horses, and money, hereinafter mentioned, to wit:

Thirty thousand dollars to be paid in goods and horses, as agreed upon, to be delivered on the signing of this treaty.

Ten thousand dollars in money, to be paid within one year from the first day of September next.

Ten thousand dollars per annum in money, for the four years next following so as to make the whole sum paid and payable eighty thousand dollars.

Article IV

It is further agreed that the said Caddo Nation of Indians shall have authority to appoint an agent or attorney-in-fact, resident in the United States for the purpose of receiving for them from the said United States all of the annuities stated in this treaty, as the same shall become due, to be paid to their said agent or attorney-in-fact at such place or places within the said United States as shall be agreed on between him and the proper officer of the Government of the United States.

Article V

This treaty, after the same shall have been ratified and confirmed by the President and Senate of the United States, shall be binding on the contracting parties.

In testimony whereof, the said Jehiel Brooks, commissioner as aforesaid, and the chiefs, head men, and warriors of the said nation of Indians, have hereunto set their hands and affixed their seals, at the place and on the day and year above written.

(signed) J. BROOKS

Tarshar	his x mark	Tiohtow	his x mark
Tsauninot	his x mark	Tehowahinno	his x mark
Satiownhown	his x mark	Tooeksoach	his x mark
Tennehinun	his x mark	Tehowainia	his x mark
Oat	his x mark	Sauninow	his x mark
Tinnowin	his x mark	Saunivoat	his x mark
Chowabah	his x mark	Highahidock	his x mark
Kianhoon	his x mark	Mattan	his x mark
Tiatesun	his x mark	Towabinneh	his x mark
Tehowawinow	his x mark	Aach	his x mark
Tewinnun	his x mark	Sookiantow	his x mark
Kardy	his x mark	Sohone	his x mark
		Ossinse	his x mark

In presence of:

T. J. Harrison, Capt. 3rd Reg't Inf. commanding detachment.
J. Bonnell, 1st Lieut. 3rd Reg't U. S. Infantry.
G. P. Frile, Brevet 2d Lieutenant, 3d Reg't U. S. Infantry.
D. M. Heard, M. D., Act. assistant surgeon, U. S. A.
Isaac C. Williamson.
Henry Queen.
John P. Edwards, Interpreter.

Agreeably to the stipulations in the third article of the treaty there have been purchased, at the request of the Caddo Indians, and delivered to them, goods and horses to the amount of thirty thousand dollars.

As evidence of the purchase and delivery as aforesaid, under the directions of the commissioner, and that the whole of the same have been received by said Indians, the said commissioner, Jehiel Brooks, and the undersigned, chiefs and head men of the whole Caddo Nation of Indians, have hereunto set their hands and affixed their seals, the third day of July, in the year of our Lord one thousand eight hundred and thirty-five.

(signed) J. BROOKS

Tarshar	his x mark
Tsauninot	his x mark
Satiownhown	his x mark
Oat	his x mark
Ossinse	his x mark
Tiohtow	his x mark
Chowawanow	his x mark

In the presence of:

Larkin Edwards.
Henry Queen.
John W. Edwards, Interpreter.
James Finnerty.

Articles supplementary to the treaty made at the agency-house, in the Caddo Nation, and State of Louisiana, on the first day of July, one thousand eight hundred and thirty-five, between Jehiel Brooks, commissioner on the part of the United States, and the chiefs, head men, and warriors of the Caddo Nation of Indians, concluded at the same place, and on the same day, between the said commissioner on the part of the United States, and the chiefs, head men, and warriors of the said nation of Indians, to wit:

Whereas the said nation of Indians did, in the year one thousand eight hundred and one, give to Francois Grappe, and to his three sons then born and still living, named Jacques, Dominique, and Balthazar, for reasons stated at the time, and repeated in a memorial which the said nation addressed to the President of the United States in the month of January last, one league of land to each, in accordance with the Spanish custom of granting land to individuals. That the chiefs and head men, with the knowledge and approbation of the whole Caddo people, did go with the said Francois Grappe, accompanied by a number of white men, who were invited by the said chiefs and head men to be present as witnesses, before the Spanish authority at Natchitoches, and then and there did declare their wishes touching the said donation of land to the said Grappe and his three sons, and did request the same to be written out in form and ratified and confirmed by the proper authorities agreeably to law.

And whereas Larkin Edwards has resided for many years to the present time in the Caddo nation, was a long time their true and faithful interpreter, and, though poor, he has never sent the red man away from his door hungry: he is now old, and unable to support himself by manual labor, since his employment as their interpreter has ceased, possesses no adequate means of which to live: Now, Therefore—

Article I

It is agreed that the legal representatives of the said Francois Grappe, deceased, and his three sons, Jacques, Dominique, and Balthazar Grappe, shall have their right to the said four leagues of the land reserved for them and their heirs and assigns forever. The said lands to be taken out of the lands ceded to the United States by the said Caddo Nation of Indians, as expressed in the treaty to which these articles are supplementary. And the said four leagues of land shall be laid off in one body in the southeast corner of their lands ceded as aforesaid, and bounded by the Red River four leagues, and by the Pascagoula Bayou one league, running back for quantity from each, so as to contain four square leagues of land, in conformity with the boundaries established and expressed in the original deed of gift made by the said Caddo Nation of Indians to the said Francois Grappe and his three sons, Jacques, Dominique, and Balthazar Grappe.

Article II

And it is further agreed, that there shall be reserved to Larkin Edwards, his heirs and assigns forever, one section of land, to be selected out of the lands ceded to the United States by the said nation of Indians, as expressed in the treaty

to which this article is supplementary, in any part thereof not otherwise appropriated by the provisions contained in these supplementary articles.

Article III

These supplementary articles, or either of them, after the same shall have been ratified and confirmed by the President and the Senate of the United States, shall be binding on the contracting parties, otherwise to be void and of no effect upon the validity of the original treaty to which they are supplementary.

In testimony whereof, the said Jehiel Brooks, commissioner as aforesaid, and the chiefs, head men, and warriors of the said nation of Indians, have hereunto set their hands and affixed their seals, at the place and on the day and year above written.

(Signed same as signatures in Article V).

Now, therefore, be it known that I, Andrew Jackson, President of the United States of America, having seen and considered the said treaty, do, by and with the advice and consent of the Senate, as expressed in their resolution of the Twenty-sixth of January, one thousand eight hundred and thirty-six, accept, ratify, and confirm the same, and every clause and article thereof.

In testimony whereof, I have caused the seal of the United States to be hereto affixed, having signed the same with my hand.

Done at the city of Washington, this second day of February, one thousand eight hundred and thirty-six, and of the independence of the United States the sixtieth.

ANDREW JACKSON.

By the President:

John Forsyth, Secretary of State.

2. FIRST DEED FROM LARKIN EDWARDS TO ANGUS McNEIL COVERING THE SITE OF SHREVEPORT

Parish of Natchitoches
January 24, 1835

For the sum of Five thousand dollars I have this day sold and bind myself, my heirs, executors or administrators to convey and make a good and sufficient title to Angus McNeil, his heirs, & assigns, to a certain reserve of six hundred and forty acres of land allowed me in the Treaty made at the Caddo Agency by J. Brooks on part of the United States and

the Caddo Nation of Indians, assembled in Council, said reserve of six hundred & forty acres is to be located in any part of the purchase made of said Indians, that I or my assigns may select, it is understood that his reserve is to have precedence over all other claims, and that I have the power or my assigns of making my selection of said six hundred and forty acres on any portion of lands embraced in said Treaty.

Now the condition of the said obligations such that if the said Treaty shall be confirmed by the Senate of the United States and the said reserve embraces all the privileges heretofore mentioned the said McNeil binds himself to pay unto the said Edwards Five Thousand dollars in cash. The said Edwards further more binds himself to do everything to perfect this title to said McNeil that may be required of him, the said Edwards.

(Signed) Larkin Edwards.

John G. Green.
Charles A. Sewall.

Before me Charles E. Graneaux, Parish Judge and ex-officio notary public, in and for the Parish of Natchitoches, State of Louisiana, personally came and appeared John G. Green, of the same residence, who being first duly sworn deposes and says that the above instrument of writing or deed was signed in his presence by Larkin Edwards; that he deponent, signed it himself as a witness, and that he recognizes his signature to the same, and that the said deed was delivered for the purpose therein expressed.

In Testimony whereof the said Green has signed these presents, with me, said Judge at my office in the town and Parish of Natchitoches, this third day of February, A. D. 1836.

C. E. Graneaux,
Parish Judge & ex-officio Notary public.

John G. Green.

Before me, Charles E. Graneaux, Parish Judge and ex-officio Notary Public, in and for the Parish of Natchitoches, State of Louisiana, and in presence of the undersigned witnesses, personally came and appeared Angus McNeil, of this parish, who declared that whereas at the time the foregoing act of sale or deed was passed to him by Larkin Edwards he was not aware that it was perhaps necessary that he should have signed the same as accepting, and that in order to remedy this defect, if it should be one, he does by the presents accept of the said sale in all its clauses, stipulations and conditions.

In Testimony whereof the said McNeil has signed these presents in presence of me the said Judge and Notary and the undersigned witnesses, at my office, in the town and Parish of Natchitoches, this ninth day of August, in the year one thousand eight hundred and thirty-six.

Attest:

R. Perot
Fernando Gayoso

Angus McNeil
C. E. Graneaux
Parish Judge & ex-officio
Notary Public

On the back of the document appear the following entries.

3rd February 1836 No. 1095
9th Aug. 1836
Larkin Edwards to Angus McNeil } Sale of Land.

Filed and recorded on the 3rd day of February, A. D. 1836, in my office, in Book of Notarial Acts I. I. Folio 312.[17]

C. E. Graneaux
Parish Judge & ex-officio Notary Public.

3. SECOND DEED FROM LARKIN EDWARDS TO MEMBERS OF THE SHREVE TOWN COMPANY COVERING THE SITE OF SHREVEPORT

State of Louisiana.
Parish of Natchitoches.

Know all men, by these presents, that I, Larkin Edwards, of the State and Parish aforesaid, for and in consideration of the sum of Five Thousand Dollars, to me in hand paid, the receipt whereof I do hereby acknowledge, have bargained, sold, transferred, conveyed, and delivered, and do, by these presents, bargain, sell, transfer, convey, and deliver, unto Angus McNeil, Bushrod Jenkins, to the commercial firm of Bennett and Cane, Composed of William Smith Bennett and James Huntington Cane, all of the said parish of Natchi-

[17]This deed is also recorded in Caddo Parish, Conveyance Book A, page 400. For copies of the two deeds from Larkin Edwards and the two Agreements of the Shreve Town Company we are indebted to Hon. B. S. Swett, Clerk of Court, of Natchitoches, and Hon. Victor G. Simmons, Clerk of Court, Shreveport.

toches; and to Henry M. Shreve, of the State of Kentucky; Thomas Sturges Sprague, of the State of Mississippi; Thomas Taylor Williamson, of the State of Arkansas, and James Belton Pickett, of the State of South Carolina: in all seven purchasers, their heirs and assigns forever,—a certain tract or parcel of land, situate and being in the said parish of Natchitoches, on the right bank of Red River, containing Six Hundred and forty acres; being the same tract of land which was reserved to me, the said Larkin Edwards, in the Treaty made at the Caddo Agency on the first day of July, in the year One Thousand eight hundred and thirty-five, between the Government of the United States and the Caddo Tribe of Indians, as may be seen by referring to the Eleventh Article of Said Treaty, particularly, and to the said Treaty, generally.

And I, the said Larkin Edwards, do hereby bind myself, my heirs, executors or administrators to cause the said tract of land to be located so as to have precedence over all other claims embraced in said treaty, and to cause the said location to be made as soon as possible.

It is my intention, and it is so understood between me and the purchasers, above named, to convey all the right, title, claim and pretensions, which I now have by virtue of the above reached Treaty between the Government and the Caddo Indians, and I do hereby warrant and will forever defend the above sold and described tract of land, to the said purchasers, their heirs or assigns, against the claim or claims of all and every person or persons whomsoever.

And whereas, on the twenty-fourth day of January, Eighteen hundred and thirty-five, (meaning the twenty-fourth day of January, eighteen hundred and thirty-six, it being an error in drawing the instrument), I, the said Larkin Edwards, did convey, sell, transfer and set over to Angus McNeil, one of the above named purchasers, all my right, title and interest, in and unto the above described tract of land, so as aforesaid to me reserved in the said Treaty; now, it is agreed upon and understood between myself and the said Angus McNeil, here present, and signing these presents, as well accepting as annulling the former transfer from me to him, that the said sale and transfer for the above described tract of land, recorded in the office of the Parish Judge of the said Parish of Natchitoches, under date the third day of February, Eighteen hundred and thirty-six, shall be considered as null and void, and as though the same had never been passed.

And I do hereby further bind myself, my heirs, executors and administrators, to pay and sign an authentic act of sale of the above mentioned tract of land, before any notary

or other public officer duly authorized to receive and record contracts in the said State, whenever I, or they, shall be legally requested so to do.

IN WITNESS WHEREOF, I have signed these presents, with the said purchasers, present and accepting at the aforesaid parish of Natchitoches, in presence of the undersigned witnesses, who have also signed, on this fourth day of February, in the year One thousand eight hundred and thirty-seven. Attest.

Between the thirteenth and fourteenth lines of the first page, the name of Sturges Sprague of Mississippi and the sixteenth line of the same page the word "six" erased and between the fifteenth and the sixteenth line the word "seven", inserted—all done before the signing.

Attests.
Charles P. Knighton
B. O. Cresap
John R. Smith

[Signed]

Larkin Edwards
Angus McNeil
Bushrod Jenkins
Bennett Cane
Henry M. Shreve
By Thomas T. Williamson
Thomas Taylor Williamson
James B. Pickett
Sturges Sprague

Before me Charles E. Graneaux, Parish Judge and ex-officio Notary Public, in and for the Parish of Natchitoches, State of Louisiana, and in presence of the undersigned witnesses, personally came and appeared Larkin Edwards, formerly of the Parish of Caddo, now a resident of the Parish of Claiborne, in said State, who acknowledged the within and foregoing instrument of writing to be his own act and Deed, executed, signed and delivered by him for the purposes therein expressible.

In Testimony whereof he has signed these presents, in presence of me the said Judge and Notary and the undersigned witnesses, at my office, in the Town and Parish of Natchitoches, this twenty-seventh day of June, in the year one thousand eight hundred and thirty-nine.

Attests: (Signed) Larkin Edwards.
Willard Boyce
James Burnut

C. E. Graneaux
Parish Judge & ex-officio Notary Public.

On the back of the document appear the following entries.

13th February, 1837 No. 1472

Larkin Edwards
To
Angus McNeil & others } Sale of Land

Filed and recorded on this 13th day of February, A. D. 1837, in my office, in Book I, of Notarial Acts, fol. 19.[18]

Charles E. Graneaux
Parish Judge & ex-officio Notary Public.

4. FIRST AGREEMENT OF THE SHREVE TOWN COMPANY

State of Louisiana,[19]
Parish of Natchitoches.

Whereas Angus McNeil of the State and Parish above written has del'd certain instrument of writing signed by Larkin Edwards Sen. by which said Edwards bind himself for and in consideration of the sum of five thousand dollars, to convey to said McNeil or his assigns, all his right, title and interest in and to a certain reserve or float, for six hundred and forty acres of land, given to said Edwards for his services as interpreter to the Caddo tribe of Indians under a treaty made by Jehiel Brooks with said Indians in July 1835. The Said Angus McNeil being desirous of associating with him in said purchase, the following named parties, to wit: Henry M. Shreve of Kentucky, James B. Pickett of South Carolina, Thomas T. Williamson of Arkansas, Bushrod Jenkins, & Messrs. Bennett and Cane of the aforesaid State, and Sturgis Sprague of Mississippi, for and in consideration of the sum of four thousand one hundred and sixty-six dollars, 66⅔ 100 cts., to him paid by the said parties assigned to them respectfully (respectively) an interest in the said float or reserve, share and share alike. Which float or reserve aforesaid has been located on Bennett and Cane's Bluff on the South Bank of Red River as will more fully appear by reference to a survey made by Grant A. Alexander, dated on the 18th day of May 1836, which tract or parcel of land has been laid out in lots for a town to be called *Shreve Town*. The above named parties with a view of facilitating the settlement of

[18]This deed is also recorded in Caddo Parish, Conveyance Book C, page 397.

[19]This was originally recorded in Book 24, formerly Book I, p. 68, Conveyance Records of Natchitoches Parish. Not until May 29, 1935, was a certified copy recorded in Caddo Parish, Book 335, page 313.

said town, hereby bind themselves to take each one a lot, at such price as may be set on the same by a majority of them, and erect thereon, within the next eighteen months a comfortable dwelling house and other suitable buildings for a residence. They further bind themselves to pay into the hands of such one of their members as may be appointed to receive the same, such sums of money and at such times as may be required by a majority of the contracting parties, to build a suitable house for public entertainment—a steam saw mill, and such other improvements as may be deemed necessary to advance the prosperity of said town.

And we further agree, that each party shall be notified as early as practical (if he be absent at the meeting when an appropriation of money is made) of the sum of money due from him as his proportionate part. And in the event of his failing to pay over the same within ninety days from the receipt of such notice, a majority of the remaining parties not defaulted, shall have full power to advertise for one month his interest in said town lots, and expose the same to public sale, the proceeds of the same to be applied to the payment of the sum due, and the remainder to be paid to such defaulter or his legal representator.

They further bind themselves in good faith to use all propa [proper] means to encourage the settlement of said town, and to aid and assist jointly and severally in procuring for their common benefit, a right and title to the Lower or Coats' Bluff and such other lands adjoining Shreve Town, as it may be thought advisable to purchase. Dated this the 27th day of May 1836.

Signed:

Angus McNeil
Bennett & Cane
Thomas T. Williamson
S. Sprague
B. Jenkins
James B. Pickett
Henry M. Shreve

Witnesses:
Nelson Phillips
Frederick Watters

Witnesses to the signature of S. Sprague:
Wm. D. Helm
A. B. Wildman

5. SECOND AGREEMENT OF THE SHREVE TOWN COMPANY

STATE OF LOUISIANA,
PARISH OF NATCHITOCHES:

Whereas Bushrod Jenkins, Angus McNeil, the Commercial firm of Bennett & Cane, composed of William S. Bennett and James W. Cane of said State and Parish. James B. Pickett

of South Carolina, Thomas T. Williamson of Arkansas, Henry M. Shreve of Kentucky and Sturges Sprague of Mississippi have purchased from Larkin Edwards of the aforesaid Parish and State, a certain reserve for six hundred and forty acres (a more particular description of which will be seen by reference to a conveyance, under date of the fourth February 1837) which reserve has been located on Bennetts & Canes Bluffs on the south Bank of Red River, and a part of it paid out in Lots for a Town to be called *Shreveport* which can be seen by reference to the annexed lythographic map of said town.

The above named parties (proprietors of Shreveport) have entered into the following engagements, in addition to their first agreement under date of the 27 May 1836 to wit:
1st. The above named parties have agreed to form a co-partnership in the above described town and the ballances of said reserve to be called the Shreveport Company.
2nd. There shall be a President and Treasurer elected to serve one year or till a successor shall be elected.
3rd. It shall be the duty of the President to sell lots, and give obligation for title or he may make titles with full garranty, the lots to be sold alternately in all squares where sales have not been made, heretofore. The terms one fourth cash or what the President may deem equevalent thereto the balance in one, two and three years, with ten per cent interest payable *annually* secured by mortgage.

He shall advertize and expose lot Public sale to the highest bidder, such number of lots and in such parts of the town, as the proprietors or a majority of them may direct. He shall call a meeting of the proprietors, whenever he may think proper, due notice being given, or at the request of any two of them. He shall rent out annually the interest of the Company in the ferry across Red River at this place, to the highest bidder. He shall expend such sums of money as may from time to time be appropriated by a majority of the Company for improving roads, streets or any other purpose. He shall have power to draw in his own name on the Treasurer, for all appropriation, and he is required to make a report of the amount expended, and for what purpose at each meeting, if request so to do. He shall place in the hands of the Treasurer all money received for lots, and all notes or other obligations and take his receipt for the same, which notes or obligations shall be made payable to the order of the President, and so endorsed by him till required to do so, by a majority of the company, for which endorsement he is not to be considered responsible only as one of the members of the company. He shall receive such compensation for his services, as may be agreed on by a majority of the company.

He may be removed from office for a violation of the duties prescribed for him, by the Vote of Two thirds of the Company. He not being permitted to vote in such case.

4th. It shall be the duty of the Treasurer to receive all money notes or other obligations placed in his hands by the President and give a receipt for the same, to pay to the order of the President all money appropriated by the company for improvements or other purposes. To make record of the proceedings of each meeting and to perform such other duties as may from time to time be requested of him.

5th. It is further understood by the parties that they shall each of them furnish the President with full powers of attorney to execute titles and that he is not to be responsible only as one of the members for such garrenty on account of any informality in Powers of attorney or inability on the part of anyone of the members to obtain a full relinquishment of total rights on the part of his or their wives. It is further understood, that any member who does not procure a satisfactory relinquishment of total or other rights on the part of his wife shall not be permitted to receive, any dividend till such relinquishment be obtained, signed at Shreveport on the 7th day of February, 1837.—Signed: B. Jenkins, Angus McNeil, Bennett Cane, James B. Pickett, S. Sprague, Thomas T. Williamson, Henry M. Shreve, by T. T. Williamson, Attest: Charles P. Knighton, O. T.

Before me, Charles E. Graneaux, Parish Judge and ex-officio notary public, in and for the Parish of Natchitoches, State of Louisiana, personally came and appeared Charles Pickett Knighton of the same Parish, who being first duly sworn deposes and says: that the within instrument of writing or deed was signed and delivered in his presence by the parties thereto, for the purposes therein mentioned: that he signed it himself as a witness and that he recognizes his signature thereto. Deponent further saith that the not or memorandum written on the annexed plat mentioning some alteration in the numbers of Lots therein was also signed in his presence by the same parties and that he himself signed it as a witness and recognizes his signature to the same. He further states that the plat hereto annexed is the same to which reference was made in drawing the said deed.

In Testimony whereof the said deponent has signed these presents, in presence of and with me the said Judge and Notary, at my office, in the town and Parish of Natchitoches, this twenty fourth day of February, in the year one thousand eight hundred and thirty seven.

[Signed] Charles P. Knighton, C. E. Graneaux Parish Judge and ex-officio notary public.

I certify the above and foregoing to be a true copy of the original on file and of record in my office.

Given under my hand and official Seal, at Natchitoches, this 1st day of October, A. D. 1817 [1847?].

Thomas P. Jones,
Recorder.

On reverse side of this document appear the following entries: Angus McNeil, B. Jenkins and others.

Articles of agreement.
Filed May 8, 1849.[20]

6. THE ESTABLISHMENT OF CADDO PARISH

AN ACT

To create and establish the Parish of Cado, and for other purposes.[21]

Section 1. *Be it enacted by the Senate and House of Representatives of the State of Louisiana, in General Assembly convened,* That all that Territory within the following boundaries to wit: beginning on the southwest side of Red River where the township line between townships twelve and thirteen strikes the same due west, to the southwest bank of Bayou Pierre Lake, thence up said lake up to the mouth of the Bayou la Bonne Chasse, thence up said Bayou to the most western part of Messrs. Bouduge and Vascoco's plantations, thence by a due south line until it intersects a direct line running from said western bank of Bayou Pierre Lake to the Sabine River, where the line between townships nine and ten strikes the same, thence pursuing the boundary line of the United States to Red River and down the same to the point of beginning, do form and constitute a new Parish, to be called the Parish of Cado.

Sec. 2. . . . That the Governor be, and he is required by, and with the advice and consent of the Senate, to appoint all the necessary officers for the new Parish of Cado.

Sec. 3. . . . That the Parish Judge of the Parish of Cado, hereafter to be appointed, shall, immediately after receiving his commission, convoke a meeting of the magistrates of his Parish at some convenient place, who shall divide the Parish of Cado into not less than seven Police Jury districts, and immediately thereafter, an election shall be held at con-

[20]This was not filed for record in Caddo Parish until 1857, and is now recorded in Conveyance Book L, page 441.

[21]*Acts of Legislature of La.*, 1838, p. 11.

venient places for Police Jurors, one of whom shall be elected for each district, after regular notice of time and place shall have been given by said Parish Judge.

Sec. 4. . . . That the Parish Judge, immediately after the elections for Police Jurors shall have been consummated, shall convoke a meeting of the Police Jury, for the purpose of selecting a seat of Justice for the Parish, which shall be called and known by the name of Wallace, and adopting such resolutions as may be necessary to cause the erection of all necessary public buildings for said Parish.

Sec. 5. . . . That the Parish of Cado shall constitute a part of the Seventh Judicial District, and sessions of the District Court shall be holden therein at the seat of Justice, or in default of the selection of a seat of Justice, at the house of Thomas Wallace, on the second Mondays of February and August in each and every year, after the passage of this act.

Sec. 6. . . . That it shall be the duty of the Judge of the seventh District, as soon after the passage of this act as may be convenient, to appoint a clerk for the District Court of said Parish, who shall be ex-officio clerk of the Probate and Parish Courts of said Parish, and who shall immediately after his appointment, establish himself permanently at the place at which the District Courts are to be holden, as shall also the Parish Judge of said Parish.

Sec. 7. . . . That it shall be the duty of the clerk of the District and Parish Courts, and the Probate Judge for the Parish of Natchitoches, to transmit to the clerk of the Courts for the Parish of Cado, immediately after his appointment, the records of all the cases pending in the District, Parish or Probate Courts of the Parish of Natchitoches, wherein the defendant or the defendants reside within the limits specified in this act.

Sec. 8. . . . That the Parish of Cado shall remain united with the Parish of Natchitoches in elections for all State and Federal officers, and the Parish Judge and commissioners of elections shall, immediately after the polls are closed, transmit a certified statement of the vote of the Parish of Cado, to the Parish Judge of Natchitoches, who shall receive and count the same as a part of the vote of the latter Parish.

Sec. 9. . . . That the Parish of Caddo, shall receive no portion of the land credits or other property belonging to the Parish of Natchitoches.

Sec. 10. . . . That the Parish of Caddo shall be entitled to all the benefits of the act entitled "an act to provide for the

support and administration of the Parish schools, and for other purposes," approved, March the fourteenth, eighteen hundred and twenty-seven.

Sec. 11. . . . That the Parish Judge of Natchitoches, shall forthwith furnish to the State Treasurer, a list of the names of all electors embraced within the limits specified in the first section of this act; and the State Treasurer before paying to the directors of the Parish schools of Natchitoches, shall deduct two and five-eighths dollars for each elector included in the aforesaid list, which shall be paid over, on the warrant of the President of the Police Jury of the Parish of Caddo, for the use of schools therein.

Sec. 12. . . . That the Sheriff of the Parish of Cado, shall collect the State taxes against the citizens residing within the limits of the new Parish, and to enable him to do so, the sheriff of Natchitoches shall furnish him with a certified list of the names of such persons in the new Parish as may have been assessed, together with the amount of tax standing against them, which taxes as fast as collected, shall be paid over by the sheriff of Cado to the State Treasurer.

JOSEPH WALKER,
Speaker of the House of Representatives.

C. DERBIGNY,
President of the Senate.

Approved, January 18th, 1838.

E. D. WHITE,
Governor of the State of Louisiana.

7. THE INCORPORATION OF THE TOWN OF SHREVEPORT

No. 67. AN ACT to incorporate the town of Shreveport, and to change the name of the seat of justice in the Parish of Caddo."

Sec. 1. *Be it enacted by the Senate and House of Representatives of the State of Louisiana, in general assembly convened,* That all the tract and portion of land situated in the Parish of Caddo, on the southwest bank of the Red River, laid off and divided into lots by the Shreveport company, and known as the reservation made by the Caddo Indians to Larkin Edwards, consisting of six hundred and forty acres, more or less, shall continue to be designated and known as the town of Shreveport, and that all the free white inhabitants of said town are hereby declared to be a body corporate, by the name and style of "the mayor and trustees of the town of

"*Acts of Legislature of La.*, 1839, pp. 200-212.

Shreveport", and by that name they and their successors shall be known in law, and be capable of suing and being sued, and of defending in all courts in all actions and matters whatsoever, and may have a common seal, and may alter and change the same at their pleasure, and by the same name shall be capable of holding and conveying any estate, real or personal, for the use of said corporation, and of erecting within said town public buildings for the use of the same: Provided that such real estate shall be within the limits of said town.

Sec. 2. . . . That there shall be for the said town, the following officers, that is to say, a mayor, four trustees, a treasurer, a clerk, an assessor, a constable, who shall be collector of taxes, a surveyor, and as many other subordinate officers not herein mentioned, for preserving the peace and well ordering of the town, as the trustees thereof shall direct, who shall hold their office during one year.

Sec. 3. . . . That all the white male inhabitants of said town, more than twenty-one years of age, who have resided therein for six months previous to an election of officers aforesaid, shall on the first Monday of May in each year, meet at the court-house or town hall in said town, and then proceed by ballot to elect five trustees, one of whom shall be mayor, and a town treasurer, who shall be freeholders and residents of said town for six months previous to said election, and who shall hold their office for one year; at which election the parish judge, or one of the justices of the peace of the parish of Caddo shall preside: Provided that if any election shall not be held on the first Monday of May, then as soon thereafter as the same can be done, public notice having been given for at least ten days previous to said election.

Sec. 4. . . . That within one week after the said election shall have been holden, the said trustees shall hold a meeting at the court-house, or some other public place in said town, and then elect, by ballot and a majority of votes, one of their number to be mayor, who shall be commissioned by the Governor to be a justice of the peace within said town, whose duties it shall be to preside at their meetings, to sign all bye-laws and ordinances, to call a meeting of the trustees whenever the same shall be necessary; to sign all orders upon the treasurer for the payment of money, and all notes and other obligations binding the corporation, and to take care that all the bye-laws and ordinances are faithfully executed.

Sec. 5. . . . That the trustees, within one week next succeeding their election, shall proceed by ballot to elect the officers mentioned in the second section of this act, whose election is not otherwise provided for, as well as any other officers necessary for preserving the peace and well ordering

of the town, not therein mentioned, who shall hold their office for one year, and in case of vacancy in any of said offices, then said trustees shall within ten days elect a suitable person to fill said vacancy.

Sec. 6. . . . That the trustees, or a majority of them, one of whom shall be the mayor, shall form a quorum for the transacting of business, shall meet at their own adjournment, shall have the power of raising money by direct tax, not exceeding one thousand dollars in any one year, for the improvement and police of said town, shall have power to make from time to time such bye-laws in writing, not inconsistent with the laws and constitution of this state, or of the United States, as they may deem proper, in relation to public markets in said town, and relative to the streets, alleys and highways therein, draining, filling up and keeping in order and improving the same, to nuisances in general, relating to the town watch and patrol, to regulate the assize of bread and meat within said town; and shall have the exclusive right to establish such ferries across Red River, within the limits of said town, as they may deem expedient, and to apply the revenues arising therefrom to the improvement of the same, and to make such further regulations as may conduce to the good government and police of said town.

Sec. 7. . . . That the said trustees may make, ordain and impose such fines for the breach of their bye-laws, rules and ordinances as they may think proper, not exceeding fifty dollars for each offense, to be recovered before any justice of the peace or court having cognizance thereof, in the name of the mayor of said town, for the use of the same. And the said trustees are hereby authorized and empowered to levy and collect for the use of said town, in such apportionment as may appear to them just and equitable, a tax on the following description of persons and property within said town, to-wit: Owners and keepers of carriages of pleasure, retailers of merchandise and spirituous liquors, keepers of taverns and boarding houses, owners and keepers of billiard tables and ball rooms, nine or ten pin alleys, hawkers and peddlers, theaters and plays of every description, and on all water craft of every description, lying at the wharves of said town.

Sec. 8. . . . That if any person or persons shall consider him or herself aggrieved by any decision of the board of trustees, he, she or they shall have the right of appealing to the district court of said district: Provided that said appeal shall be governed by the said laws governing appeals from one court to another.

Sec. 9. . . . That the said trustees and all the officers created by this act, shall, before they enter upon the duties of their offices, take and subscribe an oath and affirmation, before a justice of the peace of the parish of Caddo, for the faithful performance of the duties of their several offices.

Sec. 10. . . . That the treasurer and collector to be annually elected, shall, before they enter upon the duties of their offices, respectively give such security for the faithful performance of the duties of the offices to which they are appointed, as the trustees may deem sufficient.

Sec. 11. . . . That the Collector of said town shall, within such time as shall be provided for by the bye-laws of the corporation, after the receipt of his warrant for the collection of any tax that may have been ordered to be raised, collect and pay the same to the Treasurer, and the said collector shall have the same power to enforce the collection of the taxes imposed by the said trustees as are given by law to the sheriffs of this state to compel the payment of State taxes.

Sec. 12. . . . That it shall be the duty of the treasurer of said town to receive all moneys paid over to him by the collector, to keep a regular account of the same in a well bound book, and submit the same to the mayor or trustees whenever the same shall be required, and money in his hands shall be drawn out only on the order of the mayor.

Sec. 13. . . . That it shall be the duty of the clerk to record in a well bound book to be by him kept for that purpose, all the proceedings of the trustees at their meetings.

Sec. 14. . . . That it shall be the duty of the town constable to attend the board of trustees at their sittings, execute such summons, warrants or orders as the mayor is authorized to issue by this act, for which he shall receive such fees in all suits as are allowed to constables throughout the state, and such other compensation to be paid by the corporation as the trustees may direct.

Sec. 15. . . . That it shall be the duty of the town surveyor to make and execute such surveys from time to time within the town as may be directed by the board of trustees, and record the same in a well bound book to be kept for that purpose, for which services he shall be entitled to receive the same compensation allowed to surveyors by the laws of the state.

Sec. 16. . . . That in case of death, resignation or permanent absence of the mayor of said town, then in that case the treasurer of said town shall perform the duties of mayor until a new election, and in case of the death, resignation or

permanent absence of any of the said trustees, the vacancy thereby occasioned shall be filled up by elections as before provided.

Sec. 17. . . . That all the powers heretofore exercised by the Police Jury of the parish of Caddo, or that the police jury had a right by law to exercise within the limits of the said town of Shreveport be, and they are hereby transferred to the trustees of said town, and their successors in office, except the laying and collecting of taxes for state purposes, and the disposition of the lands belonging to the Parish, lying within the limits of said town.

Sec. 18. . . . That whereas the seat of justice of the Parish of Caddo has been located at the town of Shreveport, the fourth section of an Act entitled "an act to create and establish the Parish of Caddo, and for other purposes, approved January 18th, 1838", be, and the same is hereby amended so that the name of the seat of justice of the Parish of Caddo shall be called Shreveport, so long as the same shall be so located.

[Sections 19 to 25, inclusive, relate to the Towns of Grand Ecore and St. Francisville.]

Sec. 26. . . . That this act shall be in force from and after its passage.

Approved March 20, 1839.

CHAPTER VIII

SOME SHREVEPORT PIONEERS AND THEIR DESCENDANTS

One of the desirable results which the Centennial Celebration brought about was the recording of Shreveport History in terms of the lives of those who have made that history, and the linking of the records of the founders of the city with their descendants who are still living in the city of their forebears.

One of the most interesting of the early settlers of the Shreveport region was Larkin Edwards, whose home stood on the bluff overlooking the river at the end of Olive Street, and just on the outskirts of the early settlement of Coates' Bluff, where stood McLeod & Carr's store. We do not know exactly when Edwards came to this region but we do know from the deposition of his brother, John Edwards, in a suit in 1845, that Larkin came here from Robertson and Bedford Counties, Tennessee. The family

originated in Virginia. He must have come here before 1820, for his brother testified that he returned to Robertson County, Tennessee, on a visit in 1821, "from the South". In Tennessee he had married Elizabeth Loveless, who died. He may have been among the earliest settlers here, and have arrived shortly after, or even before "the change of government" as the Louisiana Purchase was locally known. We know from other sworn testimony in 1841 that he was very old and infirm in 1838.[23] For many years prior to 1835 he had enjoyed the confidence of the Caddos, and had acted as their interpreter in their dealings with the white men. He did not act as the official interpreter on the occasion of the signing of the Treaty on July 1, 1835, because of the fact that he knew he was to receive from the Indians a reservation in his favor, and he did not wish this to be subject to the criticism or imputation that he had exercised undue influence to obtain it, or perhaps inserted his name in the reservations. The Indians insisted, however, that his son, John Edwards, act in his stead. Larkin Edwards' second wife was a Caddo Indian.[24]

Larkin Edwards had a daughter, Mary, who married Jacob Irwin. From the same sworn testimony we know that in 1840 Irwin was 49 years of age,[25] so he was born in 1791, and a resident of Claiborne Parish when he first came to Louisiana, but was employed as gunsmith to the Caddo Indians in the year 1816 "and remained thus employed until the treaty with them in 1835, residing at the Agency all that time". After 1830 the Agency was at the bluff overlooking Bayou Pierre, near Forbing.

A brother of Jacob Irwin was James Irwin, who was the son-in-law of Henry Clay, having married Ann Brown Clay, who was born in 1807.[26] At that time Irwin was living in New Orleans, but he moved to Irwin's Bluff, where he purchased a large plantation from Angus McNeill and Sturgis Sprague, who were to become two of the founders of Shreveport, and to which he brought a hundred slaves.[27] Jacob Irwin is buried in the old Sibley burial ground, seven miles East of Benton, in Bossier Parish.

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[23] *House Document No. 1035*, 27 Cong., 2 Sess., pp. 25, 26.
[24] *House Document No. 1035*, 27 Cong., 2 Sess., p. 26.
[25] *Idem*, p. 89.
[26] Calvin Colton, *The Life, Correspondence and Speeches of Henry Clay*, 6 vols., New York, 1864, Vol. I, p. 32.
[27] *Biographical and Historical Memoirs of Northwest Louisiana*, p. 13.

His daughter, Selenah Grey Irwin, married Rufus Sibley, one of the sons of Dr. John Sibley, who played so important a part in the development of the Red River country. Dr. Sibley had come to Natchitoches from Great Barrington, Massachusetts, by way of Fayetteville, North Carolina, in 1803, and became garrison physician at Natchitoches, a large landowner and the confidential advisor of President Jefferson on matters affecting Louisiana. Dr. Sibley's third wife, Eulalie Malique, whom he married in Natchitoches in 1813, died while on a visit to her son in Bossier Parish and is therefore buried in the old Sibley burial ground instead of by his side in the American Cemetery in Natchitoches. Mrs. H. H. Montgomery, of Shreveport, is a daughter of Rufus Sibley and Selenah Grey Irwin. Mrs. James R. Emery, of Shreveport, author of "Velvet Shadows", is a granddaughter of Rufus Sibley, great granddaughter of Jacob Irwin, and great-great-granddaughter of Larkin Edwards. Ashley Sibley, a Centenary student, through the same descent, is a great-great-great-grandson of Larkin Edwards. Another granddaughter of Jacob Irwin is Mrs. F. B. Haynes of Shreveport, and a grandson is Mr. Walter Sibley, of Dixie. Mrs. Hayes' children, great-granddaughters of Jacob Irwin, are Mrs. Emma Grey Butler and Mrs. John Robinson, Kirby Place, Shreveport. Mr. Walter Sibley's children, great-grandchildren of Jacob Irwin, are W. C. Sibley, Irwin Sibley, Henry Sibley and Wilbur Sibley, all of Dixie, Louisiana, and Mrs. Carter Mason, of Shreveport. Brothers and sisters of Mrs. James R. Emery and, like her, great-grandchildren of Jacob Irwin, are H. H. Sibley, Jr., of Baker, Louisiana, Mrs. Gerald Plumb, 641 Wall Street, and J. Ashley Sibley, 2215 Highland, Shreveport. Other local descendants of Larkin Edwards and Jacob Irwin, through their mother, Mrs. Mary Sibley Hanks, are Frank Hanks, of Shreveport, Mrs. Joe Wallace, of Bossier City, Mrs. Robert Wallace, John Hanks, Charles Hanks, Mrs. Grady Neesom and Mrs. Helena Scoggins, all of Benton, Louisiana.

Thus do the interpreter to the Caddos, and the gunsmith of the Caddos, and, through the wife of Larkin Edwards, the Caddos themselves, live and are represented among us today in the land of the Caddo Cession by these numerous descendants, all of whom are worthy of their honored ancestors.

Thomas Taylor Williamson

Thomas Taylor Williamson, one of the eight men who founded Shreveport, was born in South Carolina in 1800. His first permanent home in the region of Shreveport was at the old town of Washington, Arkansas, which was already a thriving town with a prosperous bank before Shreveport was ever started. It was from this bank that Henry Miller Shreve borrowed $7,150 in 1839, with which to finish the removal of the Raft when his funds became exhausted. Mr. Williamson married Tirzah Anne McWillie, sister of Governor McWillie, of Mississippi.

Mr. Williamson was apparently quick to realize what the removal of the Raft would mean to the development of the Red River Valley, so he joined with the seven other partners to form the Shreve Town Company on May 27, 1836, and to buy the Larkin Edwards Claim on February 4, 1837. He appears to have been the trusted friend and adviser of Captain Shreve, for in the deed Williamson signs as the agent of Henry M. Shreve, and this occurs a number of times in the early transactions of the partners. When Captain Shreve decided to sell his interest in the new town, it was to Mr. Williamson that he transferred his lots, for a total price of $7,900.

Captain Shreve was rather summarily removed as Superintendant of Western River Improvement in August, 1841. The Raft was again reforming at this time, and when the War Department wanted it removed, the contract was given to Mr. Williamson, in 1842. He continued on this work by contract for several years, successfully keeping the channel open.

Mr. Williamson became a partner of Charles A. Sewall under the firm names, as given in early suits, of "Charles A. Sewall & Company" and "Sewall & Williamson". He also represented the Caddos in the collection of at least one of the $10,000 installments due them under the terms of the Treaty. He was nominated at one time for Governor of Louisiana by the Democratic Convention.

The Williamson home here stood where the Shreve Memorial Library now stands. During the War he was a member of the staff of General Kirby Smith, and at the close of the War Admiral Raphael Semmes was entertained in the Williamson home, when

on his way back to Mobile. After the War General Williamson moved to St. Mary's, now Bayside, Texas, on Aransas Bay, where he died in 1875 and is buried.

There were five sons and two daughters of Mr. Williamson. Albert Williamson lived and died in Texas, as did Charles, who was for many years Judge of the District Court of Comanche. Thomas also spent his life in Texas, and William became a physician in Coahuaila, Mexico. George McWillie Williamson remained in Shreveport and became one of its most eminent lawyers and successful business men. He was one of the founders of the first Ice Manufacturing company here in 1866. He became District Attorney and a member of the noted law firm of Egan, Williamson and Wise. He was Minister to Guatemala under President Cleveland. Annie Williamson married Dr. Foote. Lucy Williamson, born at Washington, Arkansas, in 1840, married Dr. Nathan Lane Williams in 1859. They had four sons and one daughter. The sons were Glenn, Lane, Felix and Hugh Williams. The daughter, Mary Williams, became Mrs. G. C. Rives who, with her husband, have been prominent Shreveport citizens for many years. They have five sons, George, Felix, Claude, Nathan Lane anl Glenn Rives, and one daughter, Mrs. W. M. Phillips. Mrs. Rives possesses a portion of the table silver of General Williamson, bearing his monogram. Another treasured possession is a portrait of Mr. Williamson.

Colonel George M. Williamson was married twice: first to Isabel Eleanor Butler, the granddaughter of Lawrence Lewis, George Washington's favorite nephew, and Eleanor Custis, Washington's adopted daughter; and second to Mary Leigh Marshall. Children of the first marriage were: Mrs. Isabel Butler Hodge, Professor George Williamson, of the Louisiana State Normal College, Evelyn Angela, William McWillie, Mrs. Annie McWillie Freeman, Mrs. Caro Butler (Mrs. Philip Bernard Frierson). Children of the second marriage were: Mrs. Edgar W. Sutherlin, widow of the former District Judge E. W. Sutherlin, Mrs. F. M. Witherspoon, Roland Williamson, author and Librarian of the Supreme Court of the United States, Mrs. Whitmell Pugh Martin, and Maria Porcher Williamson.

Living in Shreveport today are the following great-grandchildren and great-great-grandchildren of Thomas Taylor William-

son, all of whom are active citizens of the city which their ancestors helped to found: George M. Williamson, of Stephens Avenue, and his children, Linda Mai Williamson and Caroline Williamson; Mrs. John A. Sewall, Jr. and Thomas B. Wilson; George Philip Frierson and Martha Caro Frierson; Felix McWillie Rives, Glenn Rives, Mrs. W. M. Phillips, Jane and Mary Lane Phillips; Claude G. Rives, III; George Williamson Witherspoon, Boykin Witherspoon, Elizabeth Boykin Witherspoon, Margaret Alice Witherspoon, Roland Williamson Witherspoon; Sarah Conway Sutherlin.

James Belton Pickett

James Belton Pickett, another of the eight men who founded Shreveport, and his wife, Pauline DeGraffenreid Pickett, came from Chester County, South Carolina, where he was born on October 25, 1803. He entered and purchased hundreds of acres of plantation land in Bossier Parish as well as in Caddo. His town home stood at the corner of Milam and Edwards, where the Colonial Hotel and the old Telephone building now stand. He left two sons. One was James Belton Pickett, Jr., who in turn left two sons, Dr. Paul DeGraffenreid Pickett, dentist of New York City, and James Belton Pickett, of Shreveport; the other was John Pickett, who served a term as Treasurer of Louisiana, and who had twenty-one children, and who left numerous descendants who are among our best citizens today. Those who still live here or nearby are: Mrs. Sallie Pickett Rogers, John Pickett, Mrs. Alice Smith, of Fort Smith, Arkansas, Mrs. Clarence Markland, Miss Mary Pickett, Mrs. Carrie Champion, Mrs. Charles Wimbish, Charles Wimbish, Jr., and James Pickett, all of Caddo Parish, John Pickett, of Crowley, Mrs. A. C. Monette and her children, Alexander C. Monette, Jr., of Jackson, Missisippi, and John Rogers Monette, of Shreveport, John Pickett Rogers, of Jackson, Mississippi, and his children, John Pickett Rogers, Mercer Canfield Rogers, Sam Clay Rogers and Margaret Murff Rogers, and Miss Clara Rogers, of Shreveport.

The only daughter of James Belton Pickett, Sallie A. Pickett, married R. C. Cummings in 1854, and she died the following year, a noted beauty of her day. It was in a letter to R. C. Cummings, of Shreveport, Louisiana, written from Mexico City on December

25, 1865, that Governor Henry Watkins Allen wrote the lines that a few years later became the epitaph upon that hero's tomb on the lawn of the Old State Capitol at Baton Rouge.

James Belton Pickett's principal plantation home was "The Orchard", near Collinsburg, in Bossier Parish. This was one of the show places of North Louisiana. The mansion is said to have cost $60,000, and was famous as a plantation manor. James Belton Pickett, while returning from a business trip to South Carolina was taken ill and died at Henderson, Kentucky, on April 12, 1860, and his body was returned to "The Orchard" and interred. His widow lived to be eighty-one years of age, and died in Shreveport on June 6, 1899. Both are now buried in the family lot in the Cottage Grove Churchyard.

The Other Founders

While many other pioneers, who were contemporaries of the eight men who formed the Shreve Town Company, have left descendants who have carried on into the present Centennial Year, Thomas T. Williamson and James Belton Pickett are the only two of the original partners who have descendants here.

Captain Henry Miller Shreve never lived here, nor have any of his descendants ever made this their home. He has very few direct descendants, though many relatives from New Jersey to California.

Sturgis Sprague died in 1841, as shown by his Succession record in the files of the Clerk's office, and apparently left no children. He was a lawyer, and was an officer of the first Masonic Grand Lodge of Mississippi.[35] Relatives of his wife, in Natchez, Mississippi, claimed his property.

Angus McNeill, the President of the Shreve Town Company, is said to have moved to Texas. Nothing whatever has been learned of any descendants. The only two descendants of Bushrod Jenkins died here a few years ago. The only two remaining descendants of William S. Bennett and James H. Cane now live in California.

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[35] *Natchez Democrat*, Pilgrimage Edition, April, 1935, p. 13.

The Sewalls

Scarcely had the Treaty been signed, and just about the time the Articles of Agreement of the Shreve Town Company were being drawn up, (for Charles A. Sewall appears as a witness on the deed from Larkin Edwards, of January 24, 1836,) there arrived in the new frontier town, the three Sewall brothers,—John O. Sewall, Charles A. Sewall and Rufus Sewall,—who came all the way from Hallowell, Maine, a very definite part of the westward movement, from the old East to the new American West. They promptly entered into the life of this frontier river town, so different from their staid New England home where they and their forebears had lived since Henry Sewall, son of the Lord Mayor of Coventry, England, had landed at Boston on the good ship *Elizabeth Dorcas*, in the fall of 1634, eight generations before. The brothers became merchants here, quickly became recognized as men of worth and ability, so that when the river village was incorporated and an organized government established to bring order out of frontier chaos, John O. Sewall and his brother Charles were among the five trustees of the Town elected, with W. W. George, T. P. Hotchkiss and L. B. Hunter, on the first Monday in May, 1839. The Trustees selected the Mayor from their own number, and they chose John O. Sewall as the first Mayor of Shreveport. He served until his untimely death in a duel, fought at Elysian Fields in January, 1840. Charles A. Sewall resigned at the second meeting of the Board of Trustees, and became the first Postmaster of the town, when the postoffice was moved here from nearby Coats' Bluff, on May 15, 1838."[35] He also served for many years as Justice of the Peace. John O. Sewall left a widow here, at his death, but no children. Charles and Rufus Sewall continued to live here, and they and their descendants have contributed much to the building of the city. They continued the merchantile business, and supplied the frontier settlers and the Indians until the final removal of the latter, and the business was continued by Charles' son, John A. Sewall. The Sewall store was located at the southwest corner of Texas and Spring streets, which remained the property of the Sewall family until a few years ago. Rufus Sewall died here, and is buried in Oakland Cemetery. His daughter was the wife of John Morgan Landrum, who was Mayor of Shreveport in 1848, and who was Congressman from

[35] *Shreveport Journal*, Centennial Edition, June 27, 1935, p. 14.

this District in 1859-1861. His home was later the Colonel Hollingsworth home, in Park Place, still later the Glassel home. His son was Captain Rufus Sewall, an officer of the Caddo Rifles that left Shreveport for the Confederate front in 1861. A daughter of Captain Rufus Sewall is Miss Frances Sewall, Carondelet Street, New Orleans. Many descendants of Charles A. Sewall are prominent in Shreveport life today, among them John A. Sewall, Mrs. Albert Van Hook and Mrs John F. Wilkerson. In 1838 Charles A. Sewall was United States Indian Agent at Shreveport, and on November 21 of that year N. McLeod, Adjutant General of the Republic of Texas, wrote him advising that he had been informed that the Caddo Indians had been paid their recent annuity in arms and ammunition, which they were using in attacks upon Texas colonists. Trouble between Texas troops and the Caddos followed. They arranged a truce, however, and on November 29, 1838, they met at the Caddo Agency in Shreveport and there, after some negotiations on the part of Sewall and other citizens of Shreveport, they signed a Treaty by which the Indians surrendered their guns to Sewall until the difficulties with the Indians in Texas were settled, and they were to remain in Louisiana until such time as Sewall should direct, and to be furnished subsistence by the Republic of Texas.

Charles A. Sewall described this Texan invasion of Caddo parish in an interesting letter of protest to Colonel James B. Many, the Commandant at Fort Jesup, the nearest United States Army Post, in Sabine Parish. This letter, a copy of which was obtained by Mr. John A. Sewall, Charles A. Sewall's grandson, from the archives of the Bureau of Indian Affairs, is given herewith, together with the text of the Treaty of November 29, 1838, entered into at Shreveport between the Republic of Texas and the Caddos, which was obtained from the same source.

Caddo Invaded By A Texan Army

Shreveport, Nov. 26th, 1838.

Col. Manna [Many],
Commanding at Fort Jesup.

Sir:

As the authorised agent of the Caddo Tribe of Indians, I deem it my duty to call your attention to the present exposed condition of this Tribe. At this very moment of my

writing, a Texian Army (to use the inflated language of our Sister Republic) of Seventy or Eighty men under the command of Gen'l. Rusk is now camped in this town. And about the same number are at Scott's Settlement about twenty miles distant from here. The reasons assigned by Gen. Rusk for crossing the Boundary and invading the Territory of the United States, is that the safety of the Texian frontier requires that the Indians shall be deprived of their fire arms. He first marches into our Territory for the express purpose of meeting these Indians and with the determination of giving them battle if they did not surrender. He found them quietly encamped in *our* Territory where they had settled by my advice and with the intention of remaining until the Frontier troubles were ended. They agreed in the presence of an overwhelming force to give up their arms and to meet here for that purpose—accordingly Genl. Rusk marched a detachment of his Fallstaff Troops here and left another Band at Scotts and here he is a *Texian* General at the head of a *Texian* army in *the Territory of the United States*, a few days since we were attacked or rather visited by a band of the same sort of men who came here also in quest of the Indians, charging them with depredations that cannot be sustained by a shadow of proofs. Genl. Rusk demands that the Indians shall be disarmed and remain here at the expense of the Texian Government. In the present condition of the Country, we shall be continually liable to be visited by bands of these self organized or under the direction of Texian Officers and the peace of our families, the welfare of our town and the dignity of the Republic all require an efficient Military force here at least until these Indian troubles are at an end. In behalf of this miserable remnant of a Tribe who look to the United States for protection and in behalf of the citizens of this Town, I must request that you will send us some troops both for the defence of the Indians and of our families, should it confront with your duties to come in person. I will lay before you a full statement of the treatment which we receive here from the inhabitants of the Texian borders at present. My courrier is waiting and I will close by again urging the necessity which exists for the presence of troops at this point.

I am Sir, with sentiments of high respect

Your Obt. Svt.,

CHAS. A. SEWALL,
Caddo Agent.

The Caddo-Texas Treaty

Shreveport, 29th Nov., 1839.

By an arrangement agreed upon to that effect, between the Caddo Indians (now here) and myself, they have come in and deposited their arms with Mr. Charles A. Seawall their agent. These arms are to remain subject to their order, as soon as the war with that tribe on the frontier of Texas is terminated—in the mean time the Indians are to remain on this side of the Texian line at such point as Mr. Seawall may direct and be supported by the Texian government. They have been allowed ten (10) Guns for the purpose of hunting, two of them are also allowed to go to Port Caddo to hunt for one of the Citizens of that place—These Indians declare to me they will not commit depredations on the Texians and have given the strongest evidence that they will not by this deposit of their arms, no Texian citizen under any pretence whatever will interrupt either them or their property, if any claim should be set up against them by any citizen of Texas, that claim must be submitted to the proper authorities of Texas and by them forwarded, with the necessary proof to the agent—any depredations upon the persons or property of the Indians, will not only be a violation of the understanding existing between the Texians and them but a violation of the laws of the land, for which they will be surrendered to the proper authorities for punishment.

Theo. J. Rusk,
Maj. Gen. Com'g. T. A.

This was interpreted by me to the Chief of the Caddos and agreed to between them and General Rusk in presence of Mr. Seawall agent of the Indians.

Levi Jordan

his
Larkin X Edwards, Jr.
mark

I hereby certify the above and foregoing to be a true copy of the original act on file and of record in my office.

Given under my signature and seal of office at Wallace on the 8 of Jan. 1839.

W. Jenkins, Parish Judge.

CHAPTER IX

HENRY MILLER SHREVE, CHAMPION OF FREE RIVER NAVIGATION

So well has Miss Caroline Pfaff, of New Orleans, written the Life of Henry Miller Shreve and his descendants,[30] that we shall not repeat it, nor the detail of his work of Raft removal, already given by the author,[31] but rather we shall give the story and the documentary evidence showing what was perhaps his greatest contribution to the entire Mississippi Valley.

Captain Henry Miller Shreve is best known to North Louisianians as one of the eight founders of Shreveport in 1835, and as the man who removed the Great Raft from Red River in the years from 1833 to 1839. However, he had become a national figure, and rendered a civic service of national importance two decades before this, in the period from 1815 to 1817, by the valiant and successful fight which he made to break the Livingston-Fulton monopoly of steam navigation on the Mississippi River and other inland waterways, thus opening these great highways of national progress to every steamboat that might be built, and thereby giving the greatest aid to the development of the West.

Several efforts had been made at various times by Spain, France and England to command exclusively the navigation of the Mississippi River, each nation realizing how vitally important this great central waterway was. The general government and the western pioneers had, however, successfully resisted all such efforts. As early as 1788 Congress had resolved that they had no intention to give up to Spain the control of that navigation—"that the free navigation of the river Mississippi is a clear and essential right of the United States". But an American corporation nearly accomplished in 1815 this monopolistic control that had been so resolutely resisted. Soon after Robert Fulton had obtained his patent for steam navigation, he associated himself with Robert R. Livingston, a famous lawyer of New York, with a view of monopolizing the trade of the western states and territories. They failed to procure a charter from several Legislatures to which they applied, but they finally obtained, in 1811, a legislative franchise from the Orleans Territory granting to them the

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[30] *Louisiana Historical Quarterly*, X, 192-240.
[31] *Ibid.*, X, 25-67.

exclusive right "to navigate all vessels propelled by fire and steam on the rivers of said Territory" by Chapter 26 of the Acts of the Third Legislature, Second Session, Territory of Orleans, April 19, 1811. By this unwise law the territorial legislature placed in the hands of a monopoly the keys to Western commerce, a complete throttling of the Mississippi trade. The partnership of Fulton and Livingston laid its grasp upon the river, resolved to extort tribute, for all coming time, from the people of half the continent.

Among those who opposed this plan, Captain Shreve, already a veteran of river trade, stood foremost. He determined to resist their actions in every way known to the law. The first descent of the Mississippi by a steamboat had been accomplished in 1812 by Nicholas Roosevelt. In late 1814 Captain Shreve took his first steamboat, the *Enterprise*, down the river to New Orleans, where, after it was used in the Battle of New Orleans in January, 1815, it was seized by the Fulton-Livingston monopolists on May 6, 1815, the day of its scheduled departure on the first trip ever made by a steamboat up the Mississippi. Shreve had already retained A. L. Duncan, one of the ablest lawyers of New Orleans, who had made arrangements for bonding the seizure, and the *Enterprise* was released and made the first ascent of the Mississippi and Ohio Rivers from New Orleans to Louisville ever made by a steamboat. The *Enterprise* was also the first steamboat ever to navigate Red River, Captain Shreve having brought her to Natchitoches in April, 1815.

In September, 1816, Captain Shreve took his second and improved steamboat, the *Washington*, downstream to New Orleans. There he was met by Chancellor Livingston, who inspected his new boat and admitted her many advantages. "But", said Livingston, "I tell you, young man, you deserve well of your country, but we shall be compelled to beat you in the courts". Shreve met this challenge, and how well he did so is revealed in the yellowed pages of the original suit entitled "Heirs of Fulton and Livingston versus Henry M. Shreve, Number 1003," recently discovered in ancient files of the United States District Court in the attic of the Federal Building in New Orleans, filed March 22, 1817, and now reproduced for the first time.

The Judge who heard the cause was Dominick A. Hall, Judge of the United States District Court for the Louisiana District, the

same noted jurist who had fined General Jackson two years before $1,000 for contempt of court. The petition, drawn in the flowing long-hand script of the period by John R. Grymes, one of the most famous lawyers of New Orleans, reads as follows:

> The petition of Edward P. Livingston, and Elizabeth, his wife, Robert R. Livingston and Margaret, his wife, citizens and inhabitants of the State of New York, and which said Elizabeth and Margaret are the children and only heirs of Robert R. Livingston, late of Clermont, in the State of New York, deceased; and Robert Fulton, Cornelia Fulton and ..... Fulton, the only children and heirs of Robert Fulton, late of the State of New York, deceased, who sue by Jasper Lynch, their curator ad lites, and which said Robert, Cornelia and ..... Fulton are also citizens and inhabitant of the State of New York aforesaid, humbly showeth that by an Act of the Legislative Council and House of Representatives of the Territory of Orleans in general assembly convened, entitled "An Act granting to Robert R. Livingston and Robert Fulton the sole privilege of using steam boats for a limited time in this territory" passed on the nineteenth day of April in the year 1811, it was among other things enacted that the said Robert R. Livingston and Robert Fulton, their heirs, executors and administrators and assigns should be and they were thereby invested with the sole and exclusive right and privilege to build, construct, make, use, employ and navigate all and every kind and species of boats, vessels or watercraft which may be urged or impelled through the water by the force of fire or steam, in all creeks, rivers, bays and waters whatsoever in and within the jurisdiction of the said Territory, for and during the full term of eighteen years from and after the first day of January then next ensuing, with a proviso in the said act contained that the said Livingston and Fulton should within three years from the passing of the said act, give such proof as should satisfy the Governor of the said territory, that they had constructed on the waters passing through the jurisdiction of the said territory, a boat of at least seventy tons burthen and propel her at the rate of four miles per hour through still water.
>
> And your petitioners further show that by the said act it was further enacted that if any person or persons whatsoever without being properly authorized by the said Livingston or Fulton, or their heirs, executors, administrators or assigns, should make, use, employ or navigate any boat or watercraft which should or might be urged, impelled, forced or driven through the water by the force of fire or steam, within the jurisdiction of the said territory, every person or

persons so offending against the true intent and meaning of the said act, should for each and every such offense, forfeit and pay to the said Livingston and Fulton, their heirs or assigns, the sum of five thousand dollars to be recovered before any competent tribunal, and should also forfeit to the said Livingston and Fulton, their heirs or assigns, all such boats or watercraft, together with the steam engine and all apparatus thereof to be recovered in the manner aforesaid.

And your petitioners further show that the said Robert R. Livingston and Robert Fulton, in the time of their lives, had fully complied with all of the provisos and conditions mentioned in the said law, and thereby became entitled to the exclusive privileges therein mentioned, and that the said Robert R. Livingston and Robert Fulton have since departed this life, and that your petitioners, Edward P. Livingston and Robert L. Livingston are lawfully intermarried with the said petitioners Elizabeth and Margaret, which said Elizabeth and Margaret are the only children and heirs of the said Robert R. Livingston; and that your petitioners Robert Fulton, Cornelia Fulton and ———— Fulton, minors under the age of majority, and who sue by their curator ad litem aforesaid, are the only children and heirs of the said Robert Fulton, deceased.

And your petitioners further show that one, Henry M. Schreeve, a citizen and inhabitant of the State of Ohio, well knowing the premises and without being authorized properly by the said Robert R. Livingston and Robert Fulton, or their heirs, administrators, executors or assigns, did on the seventh day of October, One Thousand Eight Hundred and Sixteen, use, employ or navigate a boat or vessel called *The Washington*, urged, impelled or driven through the water by the force of steam and fire, within the jurisdiction of the said Territory of Orleans, now the State of Louisiana, to-wit, on the River Mississippi within the limits and jurisdiction of the said late territory of Orleans, now State of Louisiana, and at the levees, wharves and shores of the said river, within the limits and jurisdiction of the said late territory of Orleans now state of Louisiana, and mooring and making fast to the said levees, wharves and other places on the banks of the said river, within the jurisdiction aforesaid, contrary to the true intent of the law before recited.

And your petitioners further show that the said Henry M. Shreive, on the twelfth day of March, One Thousand Eight Hundred and Seventeen, did again use, employ and navigate the said steamboat *Washington* within the jurisdiction aforesaid, and in the manner and form as hereinbefore set forth, alleged and described, contrary to the true intent and meaning of the said law.

Whereby an action hath accrued to your petitioners to demand and have of the said Henry M. Shreive the sum of Ten Thousand Dollars forfeited and become due to your petitioners, by reason of the two before recited violations of the said law.

Wherefore, your petitioners pray that the said Henry M. Shrieve may be cited to appear and answer this plaint, that he may be held to bail to answer the judgment of the court in the premises, and that your petitioners may have judgment against him for the said sum of Ten Thousand Dollars, with costs of suit, etc. And that your Honor will grant to them such further and other relief as the nature of their case may require, and to justice and equity may appertain, etc.

JNO. R. GRYMES, For Pltf.

Jasper Lynch, the representative and attorney in fact of the said pltfs being duly sworn, says that the facts set forth in the foregoing petition are true, and that the defendant is justly indebted to the said pltfs in the sum of ten thousand dollars as therein stated, and that the said Henry M. Shrieve is about to depart from the State of Louisiana and out of the jurisdiction of this court.

JASPER LYNCH.

Sworn and subscribed this 22nd day of March, 1817.

R. CLAIBORNE, Clerk.

On reading the annexed petition and affidavit, it is ordered that the defendant be held to bail in the sum of ten thousand dollars. It is also ordered that Jasper Lynch be appointed curator ad litem to the heirs of Robert Fulton, deceased.

22 March '17. DOM. A. HALL, Dist. Judge U. S.

Pursuant to this petition and order, Henry M. Sherve was forthwith arrested and taken into custody by the Marshal, as shown by the following warrant and subsequent proceedings.

District Court of the United States For the Louisiana District.

The President of the United States To the Marshal of the Louisiana District or to his lawful Deputy, Greeting:

You are hereby commanded to take Henry M. Shreves and him hold to bail in the sum of Ten Thousand Dollars, that he be and appear at a District Court of the United States, for the Louisiana District, to be holden at the City of New Orleans on the third Monday of April, next, to answer to the complaint of Edw. R. Livingston and Elizabeth his wife, Rob-

ert R. Livingston and Margaret, his wife, which said Elizabeth and Margaret are the only children and heirs of Robert R. Livingston, deceased, and Robert Fulton, Cornelia Fulton and ———— Fulton, the only children and heirs of Robert Fulton, deceased, by Jasper Lynch, their curator ad litem, and that he do file his defence or answer with the clerk of said court, on or before the meeting of the same, or judgment will be given against him by default: and have you then and there this writ.

Witness the Honorable Dom. A. Hall, Judge of said court at the City of New Orleans, this 22nd day of March, 1817, and 41st year of the Independence of the United States.

R. CLAIBORNE, Clk.

Served and held to bail in the sum of 2000 Lb.

M. REYNOT, Marshal.

Then in the handwriting of Duncan, and with his client's name for the first time spelled correctly, there appears the following notice:

R. R. Livingston et al vs. H. M. Shreve:

Sir: Please take notice that I will apply for defendant's discharge on common bail tomorrow morning at 11 o'clock, the Judge having ordered the hearing in open court.

A. L. DUNCAN, for Deft.

Jno. R. GRYMES, of Counsel for Pltff.

Service admitted, 4 o'clock Sunday afternoon, 23rd March.

JNO. R. GRYMES, per Jasper Lynch.

But this admission of service perhaps was not sufficient, for the reverse bears the following return:

Served on J. R. Grymes, Esq.

M. REYNOTT, Marshal.

The case was soon closed, with two brief entries of proceedings:

Special Court, Thursday, 10th April, 1817. The Court met: Present, the Hon. D. A. Hall. The Heirs of Fulton & Livingston vs. Henry M. Shreves No. 1003. The Court having considered the motion to set aside the bail in this case, now orders and decrees that said motion be overruled.

Monday, April 21st, 1817. The Court met according to adjournment. Present: The Honorable Dominick A. Hall. No.

1003 The Heirs of Fulton & Livingston, citizens of New York, vs. Henry M. Shreve, citizen of Kentucky. It appearing after arguments of counsel and the examination of the record in the case, that the court has no jurisdiction of the same, it is therefore ordered, adjudged and decreed that the petition of the Pltffs be dismissed with costs.

Since this entry gives prominence to the residence of the parties to the suit, and shows that neither the plaintiffs nor the defendant were residents of the Louisiana District, and also for the first time gives, apparently by stipulation of counsel, the correct residence of Shreve, it is probable that Judge Hall sustained the plea to the jurisdiction on this ground of non-residence. However, it may have been that during the month that had elapsed since the filing of the suit Mr. Duncan had obtained the decisions and the briefs that had been written in the more famous similar case of Gibbons vs. Ogden, in New York and New Jersey, which later, in 1824, was to become the leading American decision of our Supreme Court on the interpretation of the "interstate commerce" clause of our Constitution, and which for all time broke such attempted legislative monopolies in interstate waters.

In her recent biography of Henry Miller Shreve, Miss Caroline Pfaff of New Orleans, gives some interesting additional sidelights upon this litigation. Her information was drawn however apparently largely from an account written in 1848, which was 31 years after the event, and apparently she did not consult the original suit record. The statement is made that "acting upon the advice of Mr. Duncan, Shreve refused to give bail; the arresting officer argued with him, 'offering to accept his bond without sureties rather than take him to jail'." In view of the notice of application for bail above quoted it would appear that Shreve was actually arrested and confined, and did not furnish bail until the following day. This would not be strange, in view of the large amount of the bail, for a man who owned no property in the State, except an interest in the steamboat which was seized. Miss Pfaff's account continues:

> The rumor of Shreve's arrest spread along the levee, and but for the expressed wish of Shreve that no demonstration take place, an outbreak would have ensued. Shreve was taken to the office of Mr. Edward Livingston who was, with Mr. John R. Grymes, the principal lawyer for the company. The crowd followed. Upon reaching the office, Shreve was im-

mediately released. 'The steamer when seized, was instantly abandoned to the Marshal; and Mr. Duncan applied to the court for an order on the company to give bail for damages caused by the detention. Messrs. Livingston and Grymes resisted this motion, but it was granted. They then became seriously alarmed for their monopoly'. The record of the suit does not support all of this, although there is no bond of Shreve in the record, so that it is possible that he was released without actually being required to furnish bond, upon his assurance and that of his attorney that he would appear in court and defend the suit.

Through the medium of an attorney, and likewise by its members personally, the Company offered to admit Shreve to an equal share with itself in all the 'privilege of the patent right, provided he would instruct his counsel so to arrange the matter that a verdict might be found against him. In vain this tempting bait, almost bribe, was offered. It was rejected with indignation, and the affair left to justice'. Shreve had commenced the opposition for other than selfish gains. He realized to the fullest extent his position; he knew that the West looked to him for the free navigation of its waters, and he met the situation honestly and squarely. The result was that the best interests of the country were promoted, and 'the wings of commerce were added to the feet of agriculture'.

Captain Shreve's rejection of financial gain in this matter is all the more noteworthy in view of the fact that the Supreme Court Reports of Louisiana for the year 1822 shows a suit of H. M. Shreve vs. His Creditors.

Chapter X

Shreveport and the Texas Revolution and Western Migration

From the days of Moses Austin in the 1820's the tide of American immigration into Texas was constantly increasing, and much of this passed through Cane and Bennett's Bluff and Shreveport, either overland, from Mississippi and Alabama and the eastern states, by covered wagon and ox-team and horseback and mule-pack, or up the river from New Orleans, or from the upper Mississippi country. Here the Texas Trail, now Texas Street and Texas Avenue, led directly from the river, through old Green-

wood, older than Shreveport, and across the frontier, just twenty miles away, into Texas. In 1827 Moses Austin had himself abandoned his farm at Long Prairie, on Red River in Arkansas, and had decided to go himself and to direct his followers to go from the lower Red River at Natchitoches, into Texas. Whether he himself on that occasion came down the river past Cane and Bennett's Bluff his account is silent. We know, however, from Colonel David Crockett's autobiography that in January, 1836, he went by steamboat from Fulton, Arkansas, down the river to Natchitoches,[32] and he may have stopped at Cane and Bennett's Bluff, though he does not mention it. This was on his last journey, to enter the Alamo, there to meet heroic death. Well may Shreveport be proud that one of its principal streets bears his name. The river settlement was developing into a Texas "port of entry" and these influences were to leave a lasting impress upon the frontier town. The Baptist Church was established here through Rev. John Bryce being sent here in 1843 as Collector of Customs on imports from the Republic of Texas.[33]

Hardly had the site of Shreveport been purchased when, in 1836, Texas achieved its independence. Having witnessed the passage of many who had gone into the conflict, and heartily sympathizing with the cause, the founders of Shreveport promptly honored the Texas heroes in the names of all of the principal streets. In 1838 a bullion-train of covered wagons and pack-mules arrived in Shreveport from Chihuahua, Old Mexico, through Texas, bearing $500,000 in silver bullion bars, to trade for goods here and to trans-ship by steamboat to New Orleans.[34]

For the two decades 1830-1850 Shreveport was the objective or "aiming point" toward which was directed the trend of westward immigration of settlers moving across the South, with and without their slaves, from the older Southern and Eastern states into the new territory for farming, opened up for entry and settlement following the government surveys of Louisiana which started in the late 1820's. The lands of the other Southern states had been exhausted with generations of slave cultivation—North

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[32] *The Life of David Crockett, An Autobiography*, A. L. Burt Co., p. 317.

[33] W. E. Paxton, *History of the Louisiana Baptists*, 1881, p. 356.

[34] E. Douglas Branch, *Westward: The Romance of the American Frontier*, New York, 1930, p. 364. Mr. Branch taught for several years in the Louisiana Polytechnic Institute, at Ruston.

Louisiana offered virgin soil in unlimited acres. On they came, some by steamboats to New Orleans and up Red River, unloading at Shreveport, the destination of the line of Red River Packets and still more overland across Georgia and Alabama and Mississippi and Northern Louisiana, over the old Stage Road that is today followed fairly closely by the Dixie Overland Highway, in their covered wagons, with all their household goods and farming implements, driving their live stock along with them, stopping, many of them, for a year on the westward trek to raise a crop enroute, and then selecting a suitable location, staking out their homestead and setting to work to clear the fields and to build a permanent home in the wilderness. First cabins were built, these being quickly followed by larger houses of a more substantial, and often a very imposing type. During this period, and as a result of this development, the stage coach lines were established, one coming across the hills of North Louisiana from Monroe, on the Ouachita, via Mount Lebanon and Minden to Shreveport and on to Marshall, Texas; another down Red River, via Natchitoches to Alexandria, supplementing the always uncertain river travel, especially when the Raft or low stage of the water would interrupt the latter.

It is interesting to note that as early as 1840 groups of foreign immigrants were making their way into Texas via New Orleans and Shreveport. The Peters Agency had a contract with the State of Texas to furnish a certain number of settlers. It advertised extensively in Europe, and succeeded in bringing many home-seekers into the new Republic, many of these through Shreveport. The experience of the Jackson family, who enlisted with the agency, is related in *Sixty Years in Texas*, by George Jackson.

Around 1845 hundreds of Norwegians trekked over this same route, seeking and finding the golden opportunities that were promised them in Texas. The experiences of the Reierson family, who spent several years in Shreveport after a disastrous journey up Red River, are typical, as related by Dr. Anderson, in Chapter 25 of his *The First Chapter of Norwegian Immigration.*

Chapter XI

Religion Comes to Shreveport

For at least a decade after its founding Shreveport must have been a typical frontier, river town, and a haven for all the vices inherent in such places. Rough men predominated—such are always to be found on the fringes of civilization. Saloons and gambling houses outnumbered more solid business establishments. Law and order was more theoretical than real. Then, in 1839, a great man and a great religious leader came to this frontier town, as Episcopal Missionary Bishop to the Southwest, Leonidas Polk. An aristocrat of Virginia, kinsman of a President, a graduate of West Point, a great preacher who remained a great soldier, and who died for the "Lost Cause" at the Battle of Pine Mountain while leading his troops as a lieutenant general of the Confederacy, he came to Shreveport in 1839 to fight a great battle for his faith on this frontier.

His coming was filled with the drama that characterized the time and the place. Enroute up the river the steamboat on which he was travelling struck a snag and sank. The master and crew were all for abandoning ship and cargo, but Bishop Polk, who had studied engineering at West Point, suggested a plan by which the boat might be raised and salvaged. His plan was adopted, and when he had gotten the crew started on its execution, he caught another boat on to Shreveport. On the boat that had sunk he had met a fur trader who had aboard a valuable cargo, which would have been entirely lost but for the Bishop's plan of salvage. On arrival at Shreveport the Bishop announced that he would preach, but was told that he would have to secure the permission of a well known local character who was not noted for his piety. The Bishop interviewed this man and announced his plans, but received no encouragement. He went on with his plans. No one would give him the use of any building in which to hold the services. Finally he secured the use of an unfinished building that was being erected, but after consenting the owner was persuaded to exact an exorbitant bond to protect his building against possible damage by ruffians who were almost certain to storm the place to stop religious exercises. About this time the salvaged steamer came into port under its own steam, and crew and passengers rallied to the Bishop's support, proclaiming that this was no ordi-

nary preacher, but a practical riverman like themselves. The trader whose cargo had been saved himself posted the required bond, laid a cloth upon a rough pine table for an altar in the unfinished building, got a large bell and went through the streets of the frontier town, from the river front to the woods, ringing the bell and announcing the Bishop's services. Not only did the crew of the salvaged ship attend, but they brought with them all their rivermen friends, and the threatened disruption of the first religious services did not materialize, but on the contrary the Bishop started a great revival and founded a church that exists in Shreveport till today—St. Marks."[35] In 1845 Rev. Gallaher, the first Presbyterian minister to visit Shreveport, met Bishop Polk here and the two became great friends, and Mr. Gallaher founded the Presbyterian church here."[36]

Chapter XII

When the Western Boundary of Caddo Parish Was an International Boundary

As we motor swiftly westward along U. S. Highway 80, going from Shreveport through the village of Greenwood to Marshall, through the little village of Lorraine we pass, almost without noticing the fact, from Louisiana into Texas. There are no differences between the land, the products, the people, the buildings, the trees, the flowers, and we are certain to leave un-noted, for there is nothing to remind us of it, the fact that we are crossing what was, scarcely a century ago, a national frontier and the boundary between two independent nations.

One of the mounds marking this national boundary formerly stood near the road at Lorraine, and if one will turn north there and proceed along the "State-Line Road" a mile, one of the mounds may still be seen in front of a negro church. Several are still plainly visible beside this same dirt road near Latex. They once stood at intervals of a mile, five feet high and fifteen in diameter, for 106 miles, from the Sabine River at Logansport, due North

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[35]W. M. Polk, *Leonidas Polk, Bishop and General*, New York, 1893, Vol. I, pp. 139, 140.

[36]Rev. James Gallaher, *The Western Sketch Book*, Boston, 1852, pp. 213-220.

to Red River, but many have been dug away by persons believing that they were Indian burial mounds, or that they contained buried treasure. Formerly, too, each mound was surmounted by a wooden post eight feet in length, "U S" being carved on the East side and "T" on the West, for it marked the boundary between the sister Republics of the United States and Texas. The south side of each post was numbered to indicate the number of miles north from the 32nd parallel. At the foot of each mound a bottle was buried containing an official recital of the survey of the Boundary. The story of this survey is interesting.

Shortly after the declaration of Texan independence in 1836 diplomatic arrangements were made between the two republics to define the boundary between them, which had never been decided upon. The Congress of each nation appointed members of a Boundary Commission, Texas appointing General Memucan Hunt, with George W. Smyth as surveyor, and Hamilton Bee as clerk. General Hunt was a prominent figure in Texas. On June 1, 1836, he and General Thomas J. Green and Colonel J. Pinckney Henderson had arrived at Velasco on the steamer "Ocean" from New Orleans with two hundred and thirty volunteers to the cause of independence. Soon thereafter he was appointed Minister Extraordinary for Texas at Washington, and while there had closed the treaty negotiations for the boundary settlement. Later he became Secretary of the Texas Navy in President Lamar's cabinet.

The United States appointed Judge John Holmes Overton, a native of Tennessee who came in early life to Louisiana and became District Judge of the Opelousas District, with John K. Conway as surveyor and John Henry Young as clerk. Major James D. Graham and Lieutenant T. J. Lee, of the Corps of Engineers of the United States Army, were detailed as Conway's assistants, and McCune Barrow, a large land-owner of Rapides Parish, Louisiana, was also appointed Assistant Surveyor.

The Joint Commission met at New Orleans on August 7, 1839. Provision was made for the purchase of supplies and for transportation to the mouth of the Sabine, and, due to the prevalence of yellow fever in New Orleans, the Commission adjourned to meet on November 12 at Green's Bluff, on the Sabine, about 35 miles from the mouth, whence they moved up the river 15 miles to Millspaugh's Bluff, where they encamped. On November 24, the next

day after his arrival, McCune Barrow was killed by the accidental discharge of his rifle, and he was buried under a solitary pine tree on the west bank of the river. A few days later Captain S. J. Pillans, of the Texan army, joined the Commission. Here the chiefs of the Commission began a lengthy argument and interchange of notes over their construction of the treaty which lasted, with an intervening adjournment of the Commission, until May 21, 1840, when the survey finally started with the construction of a circular mound 50 feet in diameter and 7 feet high on the shore of the Gulf at the mouth of Sabine Pass. On May 22 the entire party embarked near Huntley on the steamboat *Albert Gallatin* and continued the survey up the river, arriving at Gaines' Ferry on the 27th. This is now known as Pendleton's Ferry, opposite Many, in Sabine Parish, and is where General Gaines' Military Road, built in 1835, crossed the Sabine and also near the point of crossing of the Old San Antonio Trace from Natchitoches to San Antonio. Here a day's delay ensued, owing to the fact that arrangements had not been made for transportation above this point, but the master of the boat was finally induced to convey the party to the intersection of the 32nd parallel, and the commission proceeded. Above Gaines' Ferry navigation was frequently interrupted by overhanging trees and the crookedness of the river, and also by two rafts in the river.

As Logan's Ferry, now Logansport, was found to be near the 32nd parallel, the steamboat was discharged and camp was made on the Louisiana shore, a mile north of the 32nd parallel, on June 3. As the funds of the Commission were getting low, being only enough to provide transportation of the party to Red River, where they could take steamboat transportation, it was decided to adjourn until the following November.

Additional funds were not finally provided until in late December. The Commission reassembled at New Orleans on January 2, 1841, and set out on the 15th on horseback by way of Opelousas and Alexandria, where they embarked for Shreveport, arriving there on February 1. On the 7th they were joined at Shreveport by Lieutenant Colonel James Kearney of the Corps of Engineers, succeeding Major Graham, and by Lieutenants Blake, Johnson and Allen. The party reached the former place of encampment on February 14. Here they were delayed by continued bad weather, and on April 1, Lieutenant Allen was forced to go to Fort Jesup,

the nearby frontier garrison in Sabine Parish, on account of illness, and Mr. Young, the Clerk, resigned and left. Finally on April 23, 1841, a granite block 10 feet long and nine inches square was imbedded five feet in the ground on the meridian. On the south side was engraved "meridian boundary, established A. D. 1841"; on the east side "U. S.", and "R. T." on the west side.

From this point the survey progressed rapidly, from one to four miles being surveyed daily. Each mile was marked by the mounds described, many of which still remain. On May 8 they despatched wagons to Shreveport for supplies, surveyed one and a half miles and erected the 26th and 27th mounds in open pine and oak woods. By May 14 thirty-six miles had been surveyed and marked, and on that day the members of the Commission and the army officers repaired to Greenwood to take part in the memorial exercises that had been proclaimed on account of the death of President Harrison. On the 18th of May they reached the south shore of Ferry (Caddo) Lake, a sheet of water then about three miles across. An island near the center was named Neutral Island, and the 46th mound was located near the center. The lake was crossed on a large ferry scow, the crossing consuming three days. On the north shore of the lake, inlets and swamps hampered the work greatly, and some of the mounds had to be omitted. The forest of cypress along Jeem's Bayou was especially hard to penetrate. On June 1 the baggage train was dispatched to cross the bayou lower down, and to select a suitable camping place in the highlands, near the probable route of the line. After a circuituous day's journey they encamped at a delicious spring of water, on an old Indian trail leading from the Caddo Prairie to the Coushatta Indian village, and a short distance west of the boundary. They established the 58th and 59th mounds in high and rolling country amid pine, hickory and dogwood trees.

On June 5 the thirty-third parallel was reached. Here a post marked "33rd latitude" was erected, and on either side a tree was planted. This marked the division line of Arkansas and Louisiana. It has since been replaced by a concrete post which stands a few feet east of Highway 71 at State Line, where one may stand in the three states of Arkansas, Louisiana and Texas at the same time. Here Overton was taken sick from exposure in crossing the swamps. The work, however, continued. On the 9th Gray was thrown from his horse, but not seriously injured. Two days later a shortage

of bread occurred and the men refused to work, delaying the advance for a day. Overton's illness became distressing, Conway, Bee and Blake were attacked by fever, and most of the men were sick. The work, however, was pushed forward.

On June 14 the party reached the south bank of the Sulphur River. The men who could work assisted the wagons through an overflowed swamp and across a tributary, over which the oxen and mules swam with the wagons empty. Two days were spent in constructing rafts on which to transport the camp equipage across the river, which was over 200 feet wide, and on the 16th the crossing was made. From this point the work went rapidly, and on June 24, 1841, the Red River was reached, the line being found to be 106 miles 2083 feet in length from the 32nd parallel near Logansport.[37]

With the completion of this survey, the history of the western boundary of Louisiana and of the Louisiana Purchase as an international line abruptly ends. With this survey Shreveport and Greenwood and Logansport and Caddo Parish were directly interested. The task finished, the Commission came down the river to Shreveport, and thence took boat to New Orleans. The line remained an international boundary only a little more than four years, for the annexation of Texas took place on July 4, 1845, and established our frontier on the Rio Grande. No longer was Shreveport a frontier town, and the demarkation of the western boundary of the Louisiana Purchase was no longer a national problem. This ancient historic survey line, completed 94 years ago this year, is worthy of our notice, and is one of the most interesting local mementoes of frontier days and the historic past.

CHAPTER XIII

OLD TRAILS AND ROADS IN THE CADDO REGION

Due to the numerous rivers, lakes and bayous throughout Northwest Louisiana, easily navigable by Indian canoes and pirogues, and rendering a comparatively easy passage by water to

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[37] *Journal of the Joint Commission*, with accompanying maps, in *Senate Documents*, 27 Cong., 2 Sess., Document 199, Vol. III, pp. 57-74. See also Thomas M. Marshall, *A History of the Western Boundary of the Louisiana Purchase*, Berkeley, 1914, pp. 225-241.

almost any place, and especially between the Indian villages, which were almost invariably located on the banks of streams, this region did not have as many Indian trails as were common in other regions. This territory has been traversed, however, by a few important Indian trails, by two Military Roads, by several very important pioneer immigrant roads, and by at least one very unique Covered Road.

One reason that so little is known of the earliest trails of this region is because travellers so rarely penetrated this far inland, and those that came almost invariably kept to the water routes. Overland travel was almost unknown by the white men. If De Soto traversed this section of Louisiana, he was certainly the first white man to do so. Whether or not he did will perhaps always remain a matter of uncertainty. There is some evidence that he did, though of course, in the absence of conclusive proof, it is quite easy to deny that he ever penetrated here. But whether he came or not, there is nothing to indicate the exact route that he followed, or that he found any trail to guide his footsteps. La Salle, on his ill-fated last expedition may have crossed the lower reaches of Red River before he was murdered by his companions, but it is generally thought that he was killed somewhere between the Sabine and the Red, though of course his companions later crossed Red River in going back to Illinois. They doubtless, however, passed through trackless forests and over no trail. The first white men who left a definite written record of a visit to this region were Bienville, St. Denis and La Harpe, who came in 1700. They travelled principally by water, and they describe no roads. When Le Page Du Pratz published his *History of Louisiana* in 1763 he included a few maps but none of any roads, and he explains the inability to give exact distances "in a country where we travel only by water." Mr. De Page, a French army officer who visited Natchitoches Parish in 1768 and published his history of his *Travels* in 1790 makes a similar statement.

We do know, however, that there were some Indian trails in North Louisiana. When William Darby published the first correct map of Louisiana of 1812 he indicated some that were well-known at that time. One of the principal ones began at Coushatta Village, just above the site of Shreveport, and went north a few miles, then forked, one branch extending up the river into the Arkansas

region, and the other, called the "Quachatta Path" going around the northern end of Lake Bodcau, crossing Bayou Bodcau about where Bellevue later stood, and then turned South, again branching, one branch continuing down the western side of Lake Bistineau until about half its length, when unusual for Indian trails, it is shown to cross the lake near where Moscow Ferry later existed, where it rejoined the other branch, which crossed Dorcheat just above where it empties into Lake Bistineau and proceeded due South along the high ground beyond the lake, following very closely the route later followed by what is known still as the "Lake Road", and which is still used, until, near the lower end of the lake, and near the present town of Ringgold, it reached Touline's Vacherie, meaning the cattlepens of Francois Grappe, the half-breed Indian whom the Indians called Touline, a great cattle raiser and trader and friend of the Indians, who frequently furnished them with necessities. Just north of Touline's Vacherie, another great Indian Trail branched off slightly to the east and led due North, through the hills, called the "Trace from Natchitoches to the Hot Springs on the Ouachita". From Touline's Vacherie the combined Trails led south to Touline's home, which was a Grappe's Bluff, near Campti. There another well-known Indian trail led eastward across Black Lake to the noted salt Licks now known as Drake's Salt Works, near Goldonna. From Grappe's Bluff it also continued south to Grand Ecore and Natchitoches.

At Grand Ecore this Trail was joined by another which was known as the Ouachita Trail, and which led directly to the Licks, and thence through the hills, directly north-east to a Choctaw village on the banks of Bayou Cheniere au Tondre, and thence to cross the Ouachita at the site of Monroe and to continue on up the Ouachita and into south-east Arkansas and to the Mississippi. From Drake's Salt Licks another Indian trail led south-west, along the hill south of Bayou Dugdamona and across Black River to the Natchez. Dr. Dunn describes the origin of the Natchez Trail across Louisiana, from Natchez, through Catahoula, crossing Dugdamona just below the junction of the Castor, and thence through Winn and on across Red River to Natchitoches and on via Los Adais and Fort Jesup to cross the Sabine into Texas, as being in a great buffalo trail formed by their migrations to and fro, for buffalo were once plentiful in north and central Louisiana. Du Pratz who lived for 27 years in Louisiana describes a great buffalo

hunt that he engaged in. The great "Caddo Path", which joined the Trace from the Natchitoches to the Hot Springs, and which led directly from the various Caddo tribes to the Hot Springs, crossed the upper Ouachita near Camden, and was plainly seen by Hunter and Dunbar in their first American exploration of the Ouachita in 1805.

These were the principal Indian Trails of North Louisiana. They were formed by the three greatest causes of all Indian trails everywhere: to seek health and to heal their sick at the great "Fountain of Youth", the Hot Springs of Arkansas; to seek that great necessity and item of trade, salt; and to follow the trail of a great meat supply, the buffalo herds. As was true elsewhere, the Indian in Louisiana made good choice of his trail routes, so much so that most of them have been approximately preserved in the routes of modern highways.

Coming closer home, in Caddo Parish, there were a number of lesser trails that served the native communities. These were noted by the first surveyors who made the Government surveys of the lands in Caddo Parish, and are thus preserved to us on the Township Plats that may be seen in the office of the Clerk of Court.

One of these which was of course much used by the Indians in dealing with the white men was the "Road to the Caddo Agency", which is shown on the plat of Township 16 North, Range 14 West, crossing the southern edge of Section 35, thence across Section 34, then across Cypress Bayou in Section 27, crossing Boggy Bayou in Section 22, then East and crossing Brushy Bayou on the line between Sections 22 and 23, thence across Sections 14 and 13 and across Section 18 in Township 16 North, Range 13 West, and thence to the Agency House site on Bayou Pierre.

An Indian village is shown near the center of Section 35, Township 16 North, Range 16 West, and on the north bank of the South Fork of Boggy Bayou in 1839, with five paths leading to it from as many directions. The Boundary Survey Commission of 1841, in the course of its survey of the Texas-United States boundary, recorded that they "camped at a delicious spring of water on an old Indian trail that led from the Caddoa Prairie to the Coushatta Indian village."

On these old township plats are shown also the "Road from Grand Cane to Coates Bluff—Shrieveport Road", the great Road to Texas, leading almost straight west on the high ground south of Cross Lake, and the road leading due north from Shreveport to the Ferry at Mooringsport and on to Arkansas. Another interesting location and road that these old Township plats give is the homestead of Thomas Wallace as all of Section 8, Township 15 North, Range 13 West, on the south shore of Wallace's Lake, and showing also "Wallace's Boat Landing" with a "Cart Road" leading to it. This was the first courthouse of Caddo Parish, the "House of Thomas Wallace", as fixed in the Act of 1838 creating Caddo Parish, now thirteen miles due south of the present courthouse, and just over the line in De Soto Parish!

So much for the pioneer roads and trails. On these the settlement of Caddo Parish began, and they were in truth the "paths of empire", and in no place better than in North Louisiana is there exemplified the slogan "westward the course of empire takes its way". When, in the early 1830's the tide of immigration set in to Louisiana and Texas from the older states to the eastward, these pioneers, with their teams and livestock blazed a westward wagon road across the hills of North Louisiana. This followed, generally, the route now followed by U. S. Highway 80, though sometimes it was to the north and sometimes to the south of the present route. From Lake Providence it passed through Mer Rouge and Bastrop, down the Bayou Bartholomew, crossing the Ouachita at Old Trenton, thence to Old Shiloh, in Union Parish, then to Vienna, Mount Lebanon, Minden, to Shreveport, and on over the old Texas Road to Marshall. Over this route the immigrants passed, in scores and hundreds, through the crowded decades of immigration of the 'thirties, the 'forties and the 'fifties. The blazed road became a well-travelled one, and ultimately was "worked" occasionally. A thing difficult to understand, however, is that these "empire builders" were on the whole such poor road builders. Such a thing as a graded road was scarcely known at all, even when the production of cotton was at its height, necessitating heavy loads to market. Streams were frequently not bridged, but forded instead, and the "corduroying" of wet places was about the extent of "improvement". Surfacing with gravel or iron ore, both of which

are fairly abundant in North Louisiana, was simply not done. Why, with the plentitude of slaves, their owners seemingly never used them to improve the roads, is difficult to understand.

As the country became better settled and towns sprang up, a stage and mail route was established over this east-west road, and continued to be the sole means of cross-country commerce until the completion of the Vicksburg, Shreveport and Pacific Railroad in 1887.

Meanwhile, in the winter of 1827-28, another, and a different sort of road had pierced Northwest Louisiana and Arkansas, not a road that grew from a trail, or that "just happened" from travel, but a road that was deliberately and fairly straightly cut through the hills and across valleys where no road had been before. This was the famous Military Road, cut by the United States Government from Fort Jesup, in Sabine Parish, to Fort Gibson and Fort Smith in Arkansas and Fort Towson in Oklahoma, to connect the frontier outposts of defense. From Fort Jesup the road followed the old San Antonio Trace, the present State Highway 6 and Jefferson Highway 1 to Natchitoches, thence by Grand Ecore to Campti, then to Fairview-Alpha along the route of Highway 71. At Liendecker's Store, a mile or so from Fairview-Alpha the route of the Military Road veers off to the east from Highway 71, and proceeds almost in a straight line, now followed by a dirt road, to cross Grand Bayou at Longino's Ferry, thence north to Esperanza and on in a straight line through Ringgold, where the straight north and south street still preserves the name in Military Street, and on to Buckhorn, then by the old Fellowship Church to cross the Yazoo and Mississippi Valley Railroad near Dubberly and intersecting Highway 80 at Nine Forks filling station, some five miles east of Minden, then on through the Homer Oil Field to cross the line into Arkansas at Haynesville, and on north-eastward and north-westward in two branches. Over this road troops and supplies passed to the frontier in the troubled decade from 1835 to 1845, and over it, too, many settlers passed to find homes. In later years it was known as the "Wire Road", for along it was strung the first telegraph wire in this region.

In 1835 another Military Road was cut by General Edmund Pendleton Gaines to connect Camp Sabine, in Sabine Parish, with the Ferry on the Sabine River that has ever since been known as

"Gaines' Ferry", to facilitate his invasion of Texas and occupancy of Nacogdoches a full ten years before the War with Mexico.

The only other Federal activity toward making Shreveport more accessible by land was in 1844, when General Pierre E. Bossier, member of Congress from this District, secured the passage of a Resolution that a Post Route be established "from Shreveport, via Willow Chute, to the seat of justice of Bossier Parish, thence to Conway, in the State of Arkansas". This action was taken after numerous petitions to the Postmaster General, for a mail route to the north, had been ignored.

On the Confederate Map of Shreveport of 1864, Marshall Street, from the point where it began to cross the low swampy bed of Silver Lake, from Cotton Street on to Stoner, is noted as a "Military Road". It was perhaps constructed across this difficult terrain during this period by slave and prisoner labor to afford a ready access to the outlying defenses of Battery 5, where the Highland Sanitarium now stands, and the other batteries leading to Fort Humbug. It is interesting to note on this same map also a road which follows closely the inside line of these defenses from Fort Humbug through Greenwood Cemetery and on to connect with Marshall Street and which is called the "Covered Road". This was very probably the "Shed Road", covered by a roof of timbers to keep it dry for the hauling of military supplies, and perhaps covered over with a view to protection against anticipated hostile shot.

This brings us to one of the most unique roads in this or any other region, the famous "Shed Road" of Bossier Parish, crossing the Red River valley from two miles north of Bossier City to the hills on the east where U. S. Highway 80 now crosses Red Chute. The "Shed" exists only in the name and in memory, but a portion of the old road is still in use and looks very much like any other highway, where it crosses the Shreveport-Benton Highway about a mile north of its intersection with Highway 80. The abandoned part of the old road may still be traced through the fields from Scottsville east to the hills, and its embankment, overgrown with shrubbery, cannot escape the eye of the motorist as he passes along the concrete almost parallel with it, from half to three quarters of a mile west of the present Red Chute Bridge. The old embankment crosses the new there, just west of the canal.

The river valley here is about nine miles wide, and this fertile stretch furnished perhaps the worst road area to be found, with a sticky black mud without bottom when it rained. Across this nine miles the cotton from the hills had to be hauled to the river at Shreveport. After rains cotton wagons would sink to the hub, and mules to their knees. The planters tried to "corduroy" the road, but this was not successful. The soft mud would not hold the logs firmly in place, and the tops of the logs were so slippery that the mules could not hold their footing.

Finally Judge John W. Watkins, of Minden, a Kentuckian by birth, secured from Congress a special charter to build a peculiar road which would meet the situation, and to charge toll for its use by the public. He set to work in the spring of 1874, and finished the project the same year with large numbers of Irish laborers. It was a shed, nine miles long, with a road running through it. The panic of 1873 had thrown many men out of employment, and this project was a "relief" measure for many at seventy-five cents per day. Drainage ditches were dug along the right of way and the dirt piled up into an embankment, varying from eighteen inches to three feet in height, across the nine miles of valley. Cypress posts were cut from the roadside and set, at intervals of twenty feet, along each side of the roadway. Two little sawmills in the hills nearby cut lumber for girders, joists, braces and roof-boards. The posts were tied together with joists about ten feet from the ground, and a girder about fourteen inches high was placed down the center of the structure on top of the joists. Girders also joined the tops of the posts lengthwise the road. Roof-boards were then laid across the structure and bent down to the girders on each side, like a box-car roob. The roof overhung the road far enough to carry the water into the drainage ditches alongside.

The road stayed dry and hard, even in the wettest weather, and transportation troubles were over. The chocolate river valley soil, sticky when wet, packed smooth and hard like asphalt when kept dry. What had been the worst part of the road was now the best, from plantation to shipping-port.

Judge Lynn K. Watkins, of Minden, son of the builder, used to like to tell how the mules that travelled regularly over the road would start braying when they came in sight of the "Shed [illegible]

for they knew that the rest of their way was easy. Every mule in the cavalcade would join in the chorus and make the welkin ring.

As an investment the road was a great success. A four-yoke ox-team and wagon was charged a dollar and a half, a four-mule team paid a dollar, and the scale was graduated downward until a person paid a nickel to walk under the shed. Commerce willingly paid for the improved traffice. Profits amounted to $20,000 or more each year. Maintenance expense was almost nothing, for it was built of good lumber and it passed out of existence before it had to be replaced.

For twelve years or more the road was maintained, and then in 1887 the Vicksburg, Shreveport and Pacific Railroad was completed across the state, and paralleling the stage-coach line, operated by Chris Chaffe, of Minden, from Monroe to Shreveport. This stage passed by way of the Old Shed Road. Rail transportation largely supplanted that by road, and the Shed Road was abandoned. It had filled a needed place in the development of Shreveport, and no road so good was to replace it for many years thereafter.

The roads and trails of a region are the paths of its history; along them trod the aborigines and the pioneers, over them passed the settlers and the commerce of the frontier, beside them were built the homes, the villages, the towns and the cities that have become the great flourishing region of our home today.

CHAPTER XIV

A CENTURY OF STEAMBOATING ON RED RIVER TO SHREVEPORT AND THE COMING OF THE RAILROADS"

EARLY RIVER NAVIGATION

[illegible] founded, and after Natchitoches [illegible] establishment, keel boats and [illegible] interior to market by the

[illegible] Sondal, the well- [illegible] on early steamboating [illegible] book that he is writing [illegible] be published.

The river valley here is about nine miles wide, and this fertile stretch furnished perhaps the worst road area to be found, with a sticky black mud without bottom when it rained. Across this nine miles the cotton from the hills had to be hauled to the river at Shreveport. After rains cotton wagons would sink to the hub, and mules to their knees. The planters tried to "corduroy" the road, but this was not successful. The soft mud would not hold the logs firmly in place, and the tops of the logs were so slippery that the mules could not hold their footing.

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for they knew that the rest of their way was easy. Every mule in the cavalcade would join in the chorus and make the welkin ring.

As an investment the road was a great success. A four-yoke ox-team and wagon was charged a dollar and a half, a four-mule team paid a dollar, and the scale was graduated downward until a person paid a nickel to walk under the shed. Commerce willingly paid for the improved traffice. Profits amounted to $20,000 or more each year. Maintenance expense was almost nothing, for it was built of good lumber and it passed out of existence before it had to be replaced.

For twelve years or more the road was maintained, and then in 1887 the Vicksburg, Shreveport and Pacific Railroad was completed across the state, and paralleling the stage-coach line, operated by Chris Chaffe, of Minden, from Monroe to Shreveport. This stage passed by way of the Old Shed Road. Rail transportation largely supplanted that by road, and the Shed Road was abandoned. It had filled a needed place in the development of Shreveport, and no road so good was to replace it for many years thereafter.

The roads and trails of a region are the paths of its history; along them trod the aborigines and the pioneers, over them passed the settlers and the commerce of the frontier, beside them were built the homes, the villages, the towns and the cities that have become the great flourishing region of our home today.

CHAPTER XIV

A CENTURY OF STEAMBOATING ON RED RIVER TO SHREVEPORT AND THE COMING OF THE RAILROADS[88]

EARLY RIVER NAVIGATION

Long before Shreveport was founded, and after Natchitoches had passed the centennial of its establishment, keel boats and pirogues carried the products of the interior to market by the

[88]This Chapter is wholly the work of Mr. Dewey A. Somdal, the well-known architect of Shreveport, who is an authority on early steamboating on Red River. It is to be hoped that the delightful book that he is writing on the subject, illustrated wih his own etchings, will be published.

countless bayous of the upper Red River country. The raft-infested main channel of the river, commencing at the mouth of Loggy Bayou, necessitated the opening of other routes. The westward passage left the river by Bayou Pierre above the bluffs at Grand Ecore, and re-entered the river at Coates' Bluff, just below the present site of the City of Shreveport. The eastern route left the river at Loggy Bayou, thence through Lake Bisteneau and Red Chute, and re-entered the river by various connecting bayous, the uppermost being Willow Chute.

Steamboats had navigated to Natchitoches as early as 1820, when the *Beaver*, Captain Jacob Black, made the first known trip above the Rapids at Alexandria. Her contemporairies were the *Alexandria, Governor Shelby, Neptune* and *Arkansas*. The latter was typical in size and capacity of the boats of this period, being one hundred and six feet long, drawing seventeen inches of water, and carrying a hundred tons of freight.

During low water periods the rapids just above Alexandria rendered navigation perilous and impracticable to even these small shallow draft boats. Merchandise was portaged around the falls, and re-shipped by keels, as we find the steamers *Hornet* and *Telegraph* in 1822 advertising for Alexandria from New Orleans goods destined for Natchitoches, to be forwarded in A. Corneses' keel boats.

Boats of this type penetrated far into the upper reaches of Red River and its tributaries, to carry down buffalo robes, hides and furs of all descriptions, beeswax, bear oil, and, in increasing quantities, tobacco and cotton. One such boat in 1823 reported to the wharfinger in New Orleans a load of 73 bales of cotton and 11,000 deer skins from Red River.

The open prairies bordering the river were being settled by whites, moving in from the eastern colonies, disregarding the dangers incurred by the increasing hostility of the Indians whose lands they were claiming. To protect these people, the Government in 1824 founded Fort Towson on the Kiamichi river, four miles from Red River, in the Arkansas Territory, abandoned it in 1829, and re-established it in 1831. Supplies were laboriously boated up from Natchitoches and there were numerous complaints from the military as well as the civilian population of the valley regarding the need for better navigation in upper Red River. The

raft in the river, with annual accretions brought down from above, was moving upstream at the rate of about a mile a year, forming a natural dam that overflowed the river prairies farther and farther upstream with each spring rise. Finally, in 1829 the War Department sent Lieutenant Sewall to open a route through the raft into the upper river. He cut four canals, two of which still bear his name, one near Coates' Bluff, another connecting Black and Red Bayous west of the present town of Gilliam. The latter was to serve as the main route above the raft for a period of over forty years until the raft was finally removed from the river in 1873.

However, few boats ventured the risks and uncertainties of the route at this time, and Natchitoches and Campti were the real heads of navigation until Shreve cleared the main channel of the river to the settlement that was to bear his name. In January, 1834, six months after Shreve had cleared the river to Coates' Bluff, we find the steamer *Chesapeake*, Captain Griffin, in port at New Orleans "from the Raft in Red River". The *Daniel O'Connell*, a pioneer upper river boat, is recorded from Campti in June, 1834, with "31 bales of cotton and an alligator, 17 feet long". Not until May, 1836, does a boat register in the Port of New Orleans from Coates' Bluff, she being the *Privateer*, Captain Mather. In June the *Choctaw* came in from Caddo Prairie, probably from a trip into the upper river country of the Arkansas Territory. The first steamer to advertise this trade was the *Privateer* for "Alexandria, Natchitoches and Coates' Bluff" in November, 1836.

THE BEGINNING OF SHREVEPORT'S COMMERCE

From late in November on, a number of boats entered the Coates' Bluff trade, bringing in the new cotton crop, in addition to the customary hides, furs and peltries. These first boats were, in addition to the *Privateer*, the *Revenue*, late in November; the *Velocipede*, the *Nick Biddle* and the *Brian Boirhome* in December; and on January 8, 1837, the *Nick Biddle*, Captain English, came into port from "Shreveport" with 248 bales of cotton, the first boat to so identify the port. Through the spring months the *Privateer*, *Brian Boirhome*, *Caspian* and the *Teche* continued to visit the new settlement of Shreveport, carrying down cotton, beef hides, peltries, otter skins, bear skins and furs. In May the

Caspian came in with "no cargo" from Coates' Bluff, and this marks the last date when the competitor of the new town of Shreveport is mentioned in shipping notices.

Shreveport was rapidly becoming recognized as a town with a commercial future, and had already taken away to a large extent the frontier business that Natchitoches had held for over a century and that Campti had held for a lesser period.

The organization of the town was coincident with the establishment of the Republic of Texas, and settlers by the thousands were pouring into the new Republic from all directions. As far west as the forks of the Trinity where the settlement of Dallas was later to become planted, and as far north as the Red, the settlers looked to the new port to the east for their supplies and for a market for their cotton. From every settlement in the interior the wagon trails converged at the nearest landing on the river. Ox teams plodded slowly across the prairies, forming a caravan for mutual protection from marauding Indians and whites. The Texas road soon became the main artery of commerce for a vast region, and its eastern end at the Shreveport wharf soon attracted a fleet of packet boats that crowded the banks, covered the levee with merchandise, and created Shreveport's first building boom. Commission merchants with New Orleans connections did a large business, and the town soon surpassed the fondest hopes of its founders in size and wealth.

Larger boats were being built, and were venturing to the rising town in search of the new and lucrative trade. But the dangers were many. The river then was not the wide stream as we see it today. The ponding of waters in the swamps, lakes and bayous which today are drained and cultivated held it as a reserve or reservoir, keeping a more constant level in the main channel, so that a narrower stream with more permanent banks was the result. Trees hung over the water and occasionally, on stormy nights, would tear away part of a boat's superstructure, or knock down her chimneys. The channel held hidden and more dangerous obstructions in snags and sawyers, which would rip through the wooden hulls and sink a boat before it could make the nearby bank. But then, even as today, the maxim was "Get the business". Rivalry was keen, and speed then as now played a prominent part in the success or failure of a boat. Boilers were made

of iron, there was no steel, the boats were built entirely of wood, and the cargoes were generally inflamable, so that disasters came as a matter of course. The wonder is that so few lives were lost.

As a matter of record, I list some of the boats of this period, during the 1840's:

The *Caddo*, Captain Graham.
De Soto, Captain Dalman.
The *Elizabeth*, Captain Miller.
Yazzo, Captain Young (drew 11 inches when not loaded).
Hempstead, Captain Moss.
Robert T. Lytle, Captain Lodwick, for Caddo Lake and landings on Cross Lake.
Southwestern, Captain Cheatham.
Republic, Captain Issac Wright.
Belle of Red River, Captain Davis.
Llama, Captain Wetherbury.
Maid of Kentucky, Captain Edwards.
Rodolph, Captain Welch.
Express Mail, Captain Smoker.
New Brazil, Captain Cummings.
Vesta, Captain Scott.
Fulton, Captain Moore.
Kiamichi, Captain Gwin.
Monterey, Captain Wetherbury.
Ellen, Captain Kay.
Bois D'Arc, Captain Smoker.
Archer, Captain Ankrim.

THE RISE OF JEFFERSON

With the recognition of the Republic of Texas by the United States, Shreveport became a port of entry and an Inspector of Customs was established there. It was his duty to see that incoming goods paid the duties prescribed by the government tariff regulations, and an increasing chorus of protest arose from the planters and traders of the up-river country, who were already penalized by high freight and insurance costs. The new Republic of Texas in turn established a tariff system, and at Port Caddo on Cypress River, a few miles from the Louisiana line, was located a custom house, where all boats bound for Jefferson were regis-

tered and the customs levied. The only items exempt from tax were farm implements individually owned, wearing apparel and bibles. The situation became worse as business into the interior increased, until the legislatures of both nations took steps to solve the problem with reciprocal trade treaties. The problem was permanently solved in 1845 by the admission of Texas into the Union as a state.

In the meantime the town of Jefferson at the head of navigation on Cypress Bayou had sprung up and soon became a serious threat to Shreveport's monoply of the Texas trade. Boats left Red River just above Shreveport, passed through Twelve Mile Bayou, skirted the bluffs on the west side of Soda Lake, entered Caddo Lake and continued on up Cypress River to the wharves at Jefferson.

Farmers from the back country soon established trails along the high lands leading to the bayou bank to deposit their cotton to await the arrival of the boat from Jefferson. These landings all acquired names and some assumed the importance of river bank settlements, as at Albany on Soda Lake, now almost a forgotten name and place, and, farther up on Caddo, the town of Mooringsport, years later destined to flourish as an oil field center. Just over the line in Texas was Swanson's Landing, where the channel cut sharply into the bank for a fine landing, and where in a few years was to be commenced the first railroad in this part of the country. Smithland was an important landing on the north side of the channel, and finally came "Dallas Street", Jefferson, in its day second only in population and commercial importance to Galveston, in the entire State of Texas. In the late fall and winter months the roads leading to the town were literally blocked by the procession of cotton wagons moving to the new metropolis.

Shreveport business eyed with alarm the rise of the new port, and with ill-concealed delight chronicled in the papers of that day the difficulties and dangers of a trip to Jefferson during low water. Navigation in the stump-infested waters of the lakes was perilous at best, and boats made much of being "low water packets", "drawing 12 inches when loaded". Certain destruction awaited the boat that ventured from the known channels. High winds would whip the lakes into a fury and were known to have blown steamers off the course and into the stumpy margins of the shores.

Five miles above Albany the channel branched, the left branch entering Caddo Lake to Jefferson, the right continuing into Stumpy Bayou through Clear Lake into Black Bayou and on through the maze that constituted the route around the raft into the upper Red River.

THE CREST OF THE STEAMBOAT ERA

The ten years preceding the Civil War saw the Red River trade of Shreveport reach its greatest stride. Cotton still held its premier position as the chief article of trade and formed the pay cargo of most down-river boats. Boats of all classes were now running in the trade. There were the cotton boats, built with wide, flat guards that projected like giant fins from the hull, low to the water, to carry tier on tier of cotton bales. They were known by their carrying capacity as "1000 bale boats" or "2000 bale boats" and great skill and artistry were required to load one properly and to its full capacity. With the guards flat to the water's surface, only the stacks and pilot house protruded from the apparently solid mass of cotton. Rates varied with the condition of the river, the amount of freight available and, as a matter of course, with the keeness of competition. With a river full of water, cotton rates were from a dollar to two dollars a bale, and a low, snaggy river commanded up to ten dollars a bale. Texas longhorns, coming in droves to the stock pens on Cross Bayou, brought cattle boats into the trade, and hides and peltries still made up an important share of the cargo.

All of the boats had passenger accommodations on the second or boiler deck, and above on the Hurricane deck were the quarters of the Captain and the crew. Surmounting all, on the Texas deck, was the pilot house. In general plan and arrangement the boats then, as now, varied only in minor parts. There were only two classifications, stern-wheelers and side-wheelers. There were more stern-wheelers in Red River because such boats could operate in a narrow and shallow stream with greater safety than the side-wheelers. The stern-wheel was protected from damage by the hull of the boat before it, while side wheels were known to run on-to and even to walk over sand bars.

The bow of the main deck was always open and unobstructed for the loading and unloading of freight and passengers. A stair-

way led up to the boiler deck, and immediately astern were the boilers. Fuel was cord wood, taken on as needed at countless "wood yards" on the river banks. Pine knots made the hottest fire and were sold at a premium when speed was desired. Astern of the boilers were the engines and pumps, and here the engineer awaited the signal bells of the pilot above. Below the main deck was the ship's hold, and on all but the smallest boats this space was used for transporting "wet barrel" merchandise. Mess pork, whiskey, molasses, and such freight was stowed in this cramped, wet and constricted space. The deck hands and roustabouts slept as best they could, among the freight, or in winter, on the deck below the suspended boilers.

The rousters worked day and night, were on hand at every landing, regardless of the hour, to put off or take on freight. In this period when healthy, strong slaves were selling at a premium for plantation labor, most of the steamboat crew were white men, and mostly Irishmen. The traditional negro rousters, with their "coonjine" walk and irrespressible melodies were a product of the post-war days of negro freedom from the plantations.

The second deck, the boiler deck, carried the passengers' state-rooms, the "Social Hall"—also used for the dining room—the clerk's office and the bar. Here, above the freight, the rousters and the boilers, lived the passengers for the duration of their trip, oblivious for the most part of the constant work and ever present dangers below, separated from them by the frailest of wood construction.

The staterooms of the day were small, filled with a double bunk and a wash stand, and in summer made unbearable by the mosquitoes of the river lowlands. But the steamboats were still the "de luxe" mode of travel as compared to the discomforts of overland travel by horse or stage, and far speedier. The steamer *Caddo* left Shreveport on April 13, 1851, and on the sixteenth of the same month docked at New Orleans, 700 miles away—a fast run by river for any period in water transportation. However, in the late summer and fall months, with the river at low stage, a trip by boat was a tedious and nerve-racking ordeal, with long, hot struggles to pull over sand bars or to pass around logs and stumps. Skiffs would go forward at doubtful spots and make soundings, and often the freight would be unloaded on the bank to lighten the boat over a shoal spot.

Various methods were resorted to in getting through tight places in a low river. By one, a line was carried to the bank, securely fastened to a tree ahead of the boat, the other end secured to a steam winch on the boat, and the boat, pulled forward by simply winding up the line. A more fantastic process was known as "sparring". All boats carried heavy timbers called spars, one placed on either side of the boat, and set at an angle, with the foot of the spar bearing on the river bottom. A cable was carried over the spar, connected to a winch, and as the cable pulled, the boat was lifted upward and forward. Repeated over and over, the boat laboriously "walked" over the obstruction to deeper water beyond.

In spite of the discomforts, the dangers and the delays, the steamboat served not only as a means of transportation, but was the news source of its day, the most reliable contact with the rest of the world. Newspapers and periodicals were eagerly awaited by each boat. Newspaper editors publicly thanked the clerk of a boat for newspapers from the "city", referring to New Orleans.

Travellers of the period were seldom complimentary in the descriptions of a steamboat trip on Red River. One person, in describing the cabin and its bar, notes a placard of rules forbidding smoking, gambling and swearing, and observes that "within this place was a close company of drinkers, smokers, card players and constant swearers, entirely ignoring the rules".

Prominent in the Shreveport trade at this period before the war were the Kouns brothers of New Orleans. Their line was the "G. L. Kouns and Bros. Low Water Through Line, as High as Kiamichi", leaving once a week. Their boats were the *Era No. 1*, Captain Isaac Kouns; *Era No. 2*, Captain W. T. Scovel; *Era No. 3*, Captain John Kouns, and the *Era No. 4*, Captain Ben B. Kouns. Before the war there were seven *Era's* operating in Red River, and after the war they were numbered up to *Era No. 12*, replacing boats sunk and burned. Once a boat was lost, her name was seldom carried by another, although it was customary to change the name by suffixing a number to the old name. The *B. L. Hodge* was a famous boat of this period, and her successor after the war was equally well known as the *B. L. Hodge No. 2*. Other well-known Shreveport boats of this time were the *Grand Duke*,

Rapides, W. Burton, Louis D'or, Mary T., Countess, Starlight, Swamp Fox, D. R. Carroll, Texas, Caddo Belle, Doubloon, Piota, and *St. Charles.*

THE COMING OF THE RAILROADS

As the tide of immigration moved farther west, more attention was turned to the Pacific railroad projects which up to now had been plotted only on paper. Many routes had been proposed, ranging from the Gulf of Mexico to the Canadian border, among which was a Southern Pacific route, to run from Vicksburg, through Monroe, Shreveport, and, by way of El Paso, to the Pacific at San Diego. The Louisiana section was called the "Vicksburg, Shreveport and Texas", and the grading was completed as far as Monroe when, in 1861, the war stopped further activity. In 1852 Texas granted a charter to the "Texas-Western", later changed to the "Southern Pacific", and stipulated that twenty miles of track should be finished and a train of cars run over the rails by February, 1858. As an inducement to attract railroad building, civic minded citizens on the proposed route subscribed to stock in the road and liberal land grants were given along the right of way.

The route of the Southern Pacific in Texas led from Swanson's Landing on Caddo Lake, came into the line of the present Texas & Pacific near Jonesville, and continued to Marshall. Supplies and materials were brought up the river in steamboats and deposited at the landing in Texas. The work went forward slowly and the cost was so excessive that the company was in constant financial straits. The coming of the war found the road unfinished, with several million dollars spent, and little to show to the subscribers in the way of a railroad. The "sucker" crop of the period evidently differed but little from the millions who a century later played the market and answered chain letters.

The steamboat interests of the day viewed the coming of the railroads to the river with great favor. They would serve as feeders into the interior and bring more freight from greater distances to be carried by the boats. They could not envisage the day when hundreds of "tap" roads would connect and form a continuous artery of transportation, independent of the river.

For the river was the "Main Street", its tributaries and the few existing railroads the side streets that served it. Nothing could change this order. The towns and settlements all faced the river, the richest plantations were along its banks. The newest and finest business houses in Shreveport faced the Levee, and the only other street of importance was the Texas Road that served as an inlet for the freight destined for the river boat.

Railroads by the score were planned to radiate in every imaginable direction from Shreveport, but the outbreak of the long-brewing war between the states abruptly stopped them all.

THE WAR PERIOD

Immediately after the outbreak of war, the Confederate government required the registration of all river boats at the old United States Custom House in New Orleans. Most boats owned in the North left for home ports, but for many months the Mississippi remained open to commerce as far up as Memphis.

Red River became more important to the entire Confederacy as the war passed into its second year. The war-torn states east of the Mississippi turned to the Trans-Mississippi area for food and supplies, where Federal forces had not as yet effected a foothold. Shreveport and Jefferson hummed with activity. Troops were recruited and carried away to the war by the fleet of boats in the river.

When Porter's fleet captured the forts below New Orleans, many river boats in port fled upstream, taking refuge in the Red, the Ouachita and the Yazoo rivers. Those in Red River entered the precarious trade of transporting supplies to the mouth of the river and occasionally braved destruction by going into the Mississippi to unload under cover of darkness on the Mississippi shore. Some of the packets were taken over by the Confederacy and converted into "cotton clad" gunboats, woefully under-armed, and at a great disadvantage in the event of a meeting with the iron plated boats of the enemy.

In May, 1863, a fleet of Federal gunboats occupied Alexandria, and the bottled-up fleet of Confederate boats fled above the rapids, to take refuge at Shreveport, then the capital of Louisiana, and headquarters of the entire Trans-Mississippi department. A

navy yard was established and work commenced on the only man-of-war ever built in Red River—the *Missouri*, modeled after the renowned *Merrimac*. She was built of wood, the sloping sides covered with the iron rails of the Southern Pacific railroad, and armored with captured cannon. She had one wheel, located amidships, that protruded above the deck, and with the pilot house formed the only target for the enemy's guns not entirely covered by iron. She never saw action and was surrendered without ever having fired a shot.

For two years sporadic attempts were made by Federal forces to ascend Red River and penetrate the interior of Louisiana and Texas, and finally, early in 1864, an elaborate campaign was begun that had for its objective the destruction of General Kirby Smith's forces and the capture of Shreveport. General Banks commanded the army and Admiral Porter and his now world-famous fleet of ironclads was to assist by transporting troops and supplies, and to reduce the powerful fortifications at Shreveport, as he had those at Vicksburg, and incidentally pick up what rebel cotton could be found along the way.

Everything pointed to a successful termination for the expedition; certainly, the navy had never met with ultimate defeat. Porter didn't like Banks, but that was traditional as between a navy and an army man. Alexandria was occupied without a struggle, and the overconfident Federal forces moved on up the valley. In only one respect were plans not shaping up just right. The river that ordinarily in April would be bank full was unseasonably low, and the fleet ascended the falls above Alexandria with difficulty. The river became narrower, the banks were higher and covered with thickets that might harbor concealed batteries. But the formidable procession went on. Past Grand Ecore and Campti, through snaggy bends and over bars, the pride of the Navy painfully worked its way. When within fifty miles of his objective, Porter met with a strange obstacle and he described it in his report. "When I arrived at Springfield Landing, I found a sight that made me laugh. It was the smartest thing I ever knew the rebels to do. They had gotten that huge steamer, *New Falls City*, across Red River, one mile above Loggy Bayou, fifteen feet of her on shore on each side, the boat broken down in the middle, and a sand bar making below her. An invitation in

large letters to attend a ball in Shreveport was kindly left stuck up by the rebels, which invitation we were never able to accept".

Word had come in the meanwhile that Banks had been badly whipped and was retreating to Grand Ecore, leaving the fleet in a precarious position. The retreat downstream must have been an even stranger spectacle than the trip up. Small detachments of Confederate soldiers, and batteries of artillery fresh from the victories of Pleasant Hill and Mansfield, harrassed the boats at every bend and from every clump of trees. The *Eastport*, a heavily armored gunboat and the pride of the fleet, struck a torpedo below Grand Ecore and sank. As the boats labored down the rapidly falling stream, the attacks became more numerous, as word soon spread through the country-side of the predicament that the "damnyankee" fleet was in. Probably never before nor since has a fleet of war vessels been in such a strange predicament, trapped in the midst of pine woods and cotton fields. Between the high banks of the river where their port guns could hardly be used, they were at the mercy of the landsmen who could pour a destructive fire down upon them without retaliation. Only the Confederates' lack of heavy artillery prevented the annihilation of the greatest assembly of war vessels and transports ever seen up to that time. When they finally reached the protection of the army above Alexandria they were met with another and greater obstacle to be overcome. The river had fallen so low that the falls above the city were impassable to the heavy draft gun boats. Into this situation stepped Colonel Joseph Bailey of the Engineers, with a plan that none thought feasible, to build a dam across the river and impound the water high enough to float the boats out.

But Porter was desperate, and, too, Banks was chafing at the delay, anxious to leave the scene of his failure. The entire facilities of the army and navy were placed at Bailey's disposal, and he commenced work with a force of three thousand men and three hundred wagons. All the neighboring steam mills were torn down for material, three regiments felled trees, and a continuous procession of wagon teams brought in brick and stone. Flat boats were built and loaded with rock taken from the banks near the dam, floated into position and sunk, cribs were built of logs, reaching from the shore and filled with brick and rock, and all fastened together to form a strange but effective dam. A section was left open in the middle through which the water now roared

and tumbled as the level rose rapidly above. Thirty thousand troops and most of the civilian population of Alexandria were on hand, when after ten days and nights of terrific labor, the first boat was ordered through the gap. The force of the water carried the heavy ironclads down the cascade in a spinning, dizzy whirl that tossed them about like corks. But the fleet was saved and Porter could not bestow enough praise on the man who had accomplished the impossible.

So ended the elaborately planned campaign to capture Shreveport, that was not to be occupied by Federal forces until the next year when Kirby Smith, after hearing of Lee's surrender, sent General Buckner to New Orleans to treat for the surrender of his Trans-Mississippi Department.

The huge *Missouri*, described before, the hope of the Confederate navy in Red River, awaited the arrival of the Federal forces to take her over. With her was a small, cotton clad, boat—the *Webb*—commanded by Captain Read, an adventurous spirit who chafed at the inactivity to which he had been forced. Bottled up in the river for over two years, he had longed to test his mettle against the famed and dreaded monsters of Porter. News of the pending surrender served as the last straw to his mounting impatience, and, with the eager consent of his crew, he cast off from Shreveport to attempt a run through the entire Federal fleet and escape either to Cuba or Mexico. The *Webb* gained the mouth of Red River without arousing suspicion, and so unprepared were the gunboats patrolling every mile of the Mississippi for such a daring escapade that she passed in daylight as well as night, unchallenged. She passed New Orleans by day, almost unnoticed by the numerous patrol boats anchored there, and was well on her way to the open Gulf. Twenty-five miles below the city the *U. S. S. Hollyhock* was anchored, when the strange little *Webb* came into view and was recognized. A broadside salvo from the *Hollyhock* forced the *Webb* to the bank where she was fired by the crew, who escaped into the swamp. So ended the audacious dash for liberty of the last of the Confederate Navy.

POST-WAR DAYS

With the capitulation of the Trans-Mississippi Department at Shreveport the river was once more opened, and the first boat to come out of hiding was the *General Quitman*, a famous packet of

the golden days before the war. She was brought down to New Orleans, unpainted and seedy-looking from four years of exposure and idleness, by Captain Cannon, who a few years later was to make immortal the *Robert E. Lee* in her race with the *Natchez*. Soon a number of the familiar Red River boats appeared, those spared the fate of countless numbers in the four costly years of warfare. And all the cotton had not been burned or captured. The *General Hodges, New Era, Lafourche, Doubloon* and the *Fleta* were a few that carried thousands of bales when cotton was selling at fifty cents a pound. But the years of neglect and abuse had taken toll of the wood hulls and superstructures of many of the former proud packets, and wrecks and accidents were numerous. The *Kentucky*, chartered in June, 1865, to transport eight hundred Confederate troops from camp in Shreveport, struck a snag a short distance below town and sank so rapidly that over two hundred soldiers were drowned.

The demand was great for boats to handle the rapidly increasing trade in the river, and new names appeared, but we find the old river men back again in their favorite trade. G. L. Kouns and Bros. re-established their "Red River Packet Company", and late in 1865 were operating the *Judge Fletcher* and *Navigator* to Alexandria. Above the falls were their light-draft steamers, *Pioneer Era*, Captain W. T. Scovell, *Fannie Gilbert*, Ben B. Kouns, *Carrie Poole*, Noah Scovell, and the *Gossamer*, J. H. Kouns. Captain John Heinn organized the "Merchants and Peoples Line" to Shreveport and Jefferson, with the *Dora Martin* and the *Mary Heinn*, and running the *Frolic* to Minden.

The river trade now assumed its pre-war activity, and also its dangers and delays. Low water meant the same high freights and slow trips, but the railroads had been ruined by the war and offered no relief. The old Southern Pacific had succeeded in rebuilding its road from Marshall to Shreveport, but it served to concentrate more business for the boats and gave no indication of being anything but tributary to the river.

Steamboat lines were organized as far east as Pittsburgh to enter the Shreveport trade, and boats from Cincinnati and St. Louis were frequently in port. The Carter Line to St. Louis in 1871 employed eight boats in the trade, and "during the season" had a boat leaving Shreveport every Saturday, among which were

the *H. M. Shreve* and the *Oceanus*, the latter captained by Horace Bixby, familiar to all readers of Mark Twain's river stories. The first iron-hulled boat, the *John T. Moore*, ran to New Orleans at this time, and her popularity was as great as her speed. She carried a band on board, and when leaving for the "city" would ascend the river above Cross Bayou, turn and head past the Levee at full speed, with her flags flying, and the band on the roof "discoursing sweet music", to the amazement and delight of the onlookers.

The *Shreveport Times* carried a "River and Weather" column, chronicling the comings and goings of the boats and commenting on business on the Levee. Its reporter was Colonel Mason, who for a long period to come was to enliven an otherwise dull commercial column and give it some of the color and sparkle of the present day syndicated features. To his readers he was the O. O. McIntyre and Walter Winchell of later news readers, for he gave the only bright note to the drab and somber aspect of a typical daily of the period.

Here is a description of the Shreveport water front on a dull day in May:

> A view of the Grand Boulevard presented a barren waste, over which now and then could be seen probably a sleepy mule with an empty dray. Even the hogs refused to move about, and were too lazy and sleepy to grunt. Three or four of the fice 'purps' made an attempt to bark, but fell down exhausted with the bark in their mouths. It was an awful lazy layout.

But at times there was excitement of a nature:

> The spring fights opened in good earnest yesterday on the levees. In the afternoon the roustabouts on the *Carrie A. Thorn* got up a free fight and niggers' heels were seen dragging after them sore heads and bloody noses. It was a pretty rough affair, though nobody was kilt. In the afternoon two draymen took a ten minutes set-to in which gouging was considered no foul, and when they got through it was hard to tell on which side of their heads the natural openings were. They looked as though they had been through a turning lathe. Late in the afternoon Mr. E. J. Piggott and his clerk, Bob Cook, had a few words which resulted in blows and a shot from Bob Cook's pistol, which just missed Mr. Piggott. Cook left. No particulars.

A typical picture of a busy day on the river front is this:

> We are willing to back the business appearance of the levee yesterday afternoon against any other levee of its size in the world. The wharf was lined with the elegant steamers *D. L. Tally, Anna, Lockwood, Belle Rowland, Flavilla, Hamilton* and the *Clifford*, all busy as bees but one. The landing was packed with freight from one end to the other, which innumerable drays were endeavoring to carry off, but judging from the progress they made, it will take them two or three days to do it. Every description of freight from a box of matches to a steam cotton compress with its intricate and cumbersome machinery could be seen scattered broadcast. Huge piles of flour, bacon, whiskey, lard, pork, hay, oats, bran and corn could be seen in front of the *Lockwood* while the *Anna* made a beautiful display of furniture of all kinds from a trundle bed to a set of parlor furniture. All this was flanked by rows of cotton and bales of hides for the loading steamers. The landing was so packed with freight that the *Belle Rowland* had to put her cotton off at the point near the ferry before coming alongside the *Lockwood* to take on her Jefferson freight. The *Gladiola* was forced to put off her freight above the foot of Milam Street.
>
> From the terminus of the railroad to the steam cotton press was one field of cotton bales undergoing locomotion, a matter of some trouble. The streets, alleys and all available space around the different warehouses was blocked with cotton, and the street proper was jammed with cotton wagons which did not move off as quickly as is generally the case when the market is fair and active.
>
> The sidewalk was one dense mass of people, moving to and fro as best they could amidst the thousand and one packages of freight tumbled in and out of the stores. The cotton sellers with their samples in hand were as thick as fleas on a mangy dog, hunting after the buyers, who appeared to have almost deserted their favorite thoroughfare. To one posted with our ways and means of doing business, it is an infallible sign that the cotton market is depressed. The blacking man was out and did a lively business with the amendments. Take it all in all, it was a bully sight and almost enough to make a poor man feel rich.

DECLINE OF THE RIVER TRADE

Outwardly the river trade had but one great worry; that was the hazard of low water and its attendant slowing down of trade. However, the railroads were being re-financed and were pushing on. The Texas and Pacific had reached Dallas by 1873, and St.

Louis and Chicago were penetrating with railroads into the territory long accepted as being tributary to Shreveport and Jefferson. The boats continued to come, however, and more money was spent to keep the channels open. The raft had finally been removed in 1873 and navigation made easier into the upper reaches of the river, too late, however, to reclaim the lost business, lost forever to the new year-round, low-water proof railroads.

Here is one of Mason's descriptions of the river front at this period, with plenty of boats in port but nothing to do:

> Yesterday was one of the dullest days we have experienced on the landing. From early morning till dewy eve there was not the first thing doing. Not a steamer was expected from any source upon which to base even a hope of something stirring. The *Belle Rowland* and the *Clifford* had the landing proper all to themselves, while the *Flirt, Little Fleta, Hesper* and *Bossier* sent their greetings from their snug quarters at the bone-yard. Along the grand thoroughfare might have been seen four or five drays and a go-cart or two, but even these apparently had nothing to do. If they did they had a very poor way of showing it. In the early part of the day, while the sun shone down hot, the sidewalk was almost entirely deserted, and it was only now and then that a poor devil could be seen skooting from one house to another, apparently on very urgent business. Certainly nothing short of that would have brought anyone out. We have our opinion of a man who would take a turn for pleasure along the landing these hot days. In the afternoon as the shades of evening drew near, the sidewalks could certainly boast of a multitude of idlers who lounged about on barrels, boxes, etc., discussing the news of the day, and swapping stale jokes and attempts at witticism. There were cattle men, gentlemen, and men of all kinds shooting their mouths off on almost all topics that did not require the use of common sense. Now and then a sensible remark was made but it fell unheeded and wasted itself on the desert air. Thus passed the dullest day of the season and long may it be before we see its duplicate.

The steamboat men, their ranks diminishing with each year, still held grimly to the Red River trade. The completion of the Vicksburg, Shreveport and Pacific in 1885 and the Texas and Pacific to New Orleans sealed the doom of the river trade. Cotton in lesser quantities still continued to be carried by boat to New Orleans. The "Red River Line" proved to be the most hardy of any of the early lines. In 1896 it comprised the *Imperial, Valley*

Queen, Hallette, W. T. Scovell, Anna B. Adams and the *Rosa Bland* and advertised a boat from Shreveport and New Orleans twice a week. As late as 1911 the old *W. T. Scovell,* Captain Brinker, was carrying on under the flag of the "Red River Line".

Now, a brief century from the coming of the first pioneer steamer in Red River, the river is again a deserted waterway. We have all but forgotten that commerce ever existed on the turbulent, winding stream that is only thought of in our times as a drainage ditch, dangerous in high water to the planters who cultivate the bottom lands. Towns and cities have turned their backs to the old Main Street, to face in later years the railroads that killed the usefulness of the steamboat routes, and that now in turn are threatened with a similar fate at the hands of the automobile and plane.

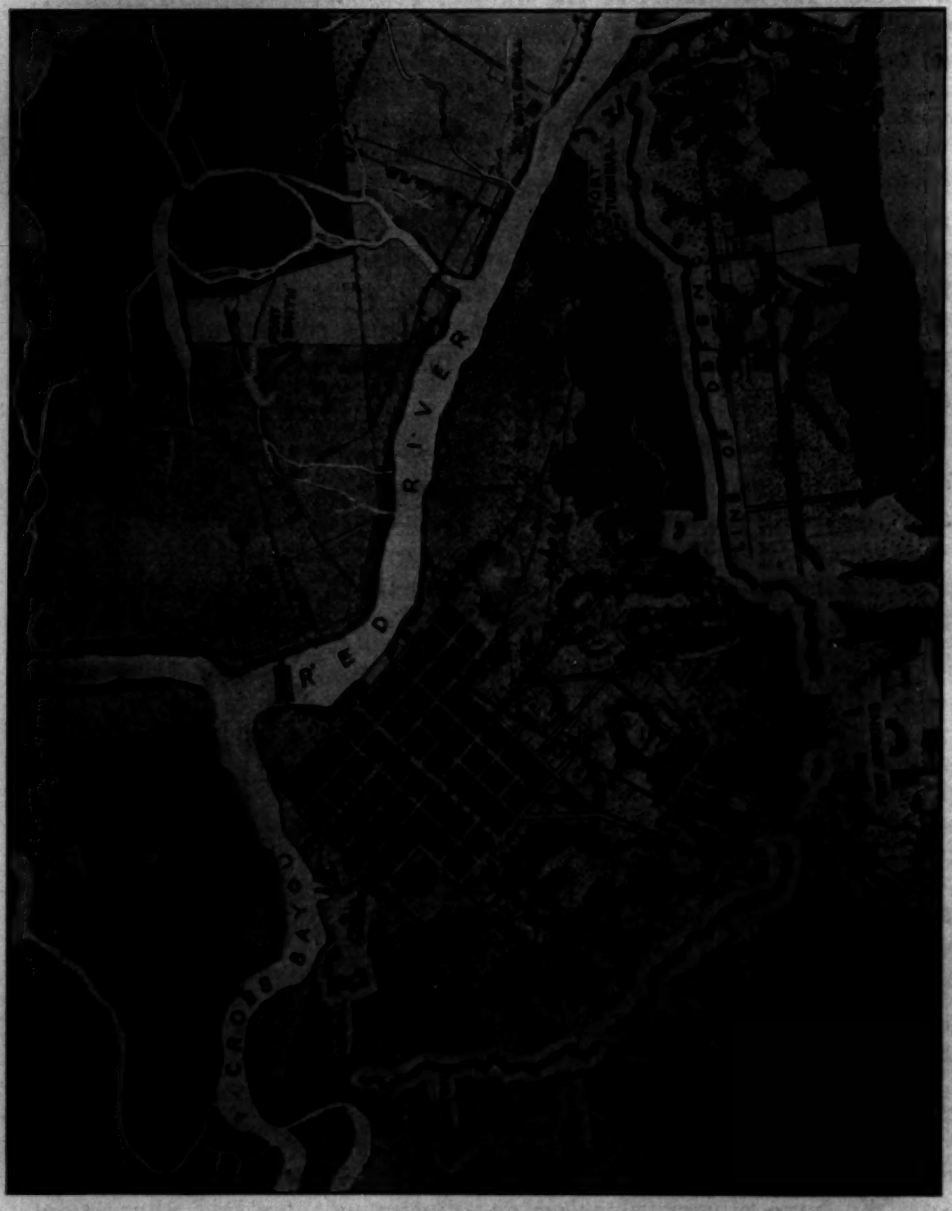
The steamboat has passed from our times, with the passage of its usefulness. It belonged to the era of the covered wagon and the pioneer, and served to expedite the opening of a vast new territory to colonization. It has given us a colorful page in the history of Shreveport and of Louisiana, and will forever be a source of inspiration to those who revere the qualities of daring and courage.

Chapter XV

Shreveport the Confederate Capital of Louisiana

In this centennial year of Shreveport history, no incidents are more interesting or important to recall than those associated with the city as the Confederate Capital of Louisiana. Shreveport became the capital in May, 1863, when the Legislature met in the old courthouse here for its last session under the administration of Governor Thomas Overton Moore, the Secession Governor of Louisiana. It continued as the capital until the close of the War, the Legislature meeting here again in January of the years 1864 and 1865.

We have a very pleasing description of wartime Shreveport in May, 1863, written by Lieutenant Colonel Freemantle, an English officer of the Coldstream Guards, in his book, *Three Months in the Southern States.* He states that "Shreveport is a rather



Confederate Defenses of Shreveport When Confederate Capital of Louisiana 1864-65. Original in City Hall.

decent looking place of 3000 inhabitants". He travelled here by train and stage from Marshall, Texas, and visited General Kirby Smith, commanding the Trans-Mississippi Department of the Confederate States Army. Mrs. Smith had her hair cut short, like a man's, and the English officer found her most attractive. He dined with Governor Moore, and there met Governor Reynolds, the exiled Governor of Missouri, who was then maintaining the Confederate Executive Offices of Missouri at Marshall, Texas. The Trans-Mississippi Department Headquarters were at No. 520 Spring Street, up-stairs. General Smith's home and personal headquarters were in the old Martin, or B. L. Hodge home, on the bluff facing the river, at 911 Commerce Street.

On January 25, 1864, Governor Moore's administration came to an end, and Governor Henry Watkins Allen, Brigadier General of the Confederate States Army, was inaugurated Governor here, at the courthouse. He lived while here at 332 Allen Avenue, corner of Myrtle, later the Conway and the Rance Cole home. His Executive Offices were in the old frame building, recently demolished, on the north side of Texas Street at Nos. 724-726, adjoining Renfro's Drug Store. His inaugural address was one of the most stirring examples of Confederate oratory, and was published throughout the Confederacy.

In March, 1863, much Confederate currency, of various denominations, was issued by the State Treasurer at Shreveport bearing the portrait of General Beauregard, and stating the place of issue as "The Treasurer Office, Shreveport, La."

The first free school-book in Louisiana was the *Louisiana English Grammar*, "published by order of His Excellency, Henry W. Allen, Governor of Louisiana" and "printed at the office of the *South-Western*, 1865." This was the office of a noted newspaper of the period at Shreveport.

Early in 1864 the wife of General Dick Taylor arrived in Shreveport by steamboat, with their two young sons. These two fine boys were taken critically ill soon after their arrival here, and died before their illustrious father could reach them. It would be interesting to know where they are buried, whether here in Oakland Cemetery, or in the private cemetery of one of the many planter friends of the family with whom they may have been visiting.

During these weeks before the Battle of Mansfield, fought on April 8, 1864, Shreveport was the scene of feverish activity. Troops were concentrating here from Texas and Arkansas. Couriers were constantly arriving and departing, bearing dispatches from and to the forces in the field and to the other commands. The iron-clad, *Missouri*, was being built and equipped here, though never finished. Hundreds of slaves were pressed into service from surrounding plantations to erect the line of entrenchments and batteries and forts that encircled the city, beginning at Fort Turnbull, or Fort "Humbug", and extending through Greenwood Cemetery, crossing Centenary Boulevard, thence along the alley between Vine and Wall streets, thence to Nutt and Egan, and on to Jordan, thence to Murphy Street and the Charity Hospital, and thence through Allendale to Arsenal Hill. Eighteen batteries and four forts, in Shreveport and Bossier City, then called Cane City, connected by trenches, constituted the Confederate defenses. The location of Fort Turnbull, in Confederate Memorial Park, is of course well known. Battery 1 is just in front of it. Battery 2 was near Royal Street, on Stoner Hill. Batteries 3 and 4 were in Greenwood Cemetery, the latter being in the Confederate Plot. Battery 5 stood on the hill behind the Highland Sanitarium, Battery 6 at the corner of Nutt and Egan Streets, an unnumbered Battery on the lawn of the Herold home on Jordan Street, another unnumbered Battery at the northeast corner of Jordan and Fairfield, where stands the Louisiana Oil Refining Company station, while far out in front Fort Jenkins stood on the hill of the Schumpert Sanitarium. Battery 7 stood on the lawn of the Charity Hospital, and Batteries 8, 9, 10 and 11 at intervals between there and Arsenal Hill, where stood Battery 12, while out in front stood Fort Johnston, near the corner of Clay and Webster Streets. The victory at Mansfield saved Shreveport without bloodshed here, and without the torch to which Alexandria was subjected, so our fortifications are in truth symbols of defense.

One of the best records of the closing scenes of the war here in Shreveport is from the pen of a gifted newspaper man, who lived for many years in Natchitoches and in Shreveport, and who died here in 1916, W. H. Tunnard, sergeant of the Third Louisiana Infantry, who wrote *The History of the Third Louisiana*, and gave eye-witness accounts. He is buried in the Confederate Plot in Greenwood Cemetery. His granddaughter is Mrs. Henry Gladney, of Egan Street.

The Third Louisiana arrived in Shreveport from Grand Ecore on August 16, 1864, on board the steamboat *Lelia*, to relive the Crescent Regiment. He thus described Camp Boggs, which was located about a mile and a half south of Shreveport:[11]

> . . . This camp was situated in an open field, regularly laid off in avenues and cross-streets, along which the tents were ranged in lines, or rows, parallel with each other. The ground slopes gradually away on every side, being a knoll or rolling ground. On the west and north was a small stream, half encircling the camp, where springs furnished an abundant and refreshing supply of cool water. To the south and east were woodlands, a growth of huge pines, red and white oaks, and an undergrowth of every variety. Almost an unobstructed view northward was furnished by the cleared space outside the line of fortifications which circumvented Shreveport to the hills which overlook the valley, formed by the junction of Red River and Twelve-Mile Bayou, where nestles the city, with its daily life and activity; the throbbing heart, that sent its pulsations, its life-giving power through every artery of the Trans-Mississippi Department. . . .
>
> One unacquainted with Shreveport at this period, as the great central point, the nucleus of all military operations, could scarcely imagine the activity which prevailed there; the influx and egress of all grades of military officials; the arrival and departure of steamers and trains, shipment and receipt of stores, etc. Yet outside of military circles there was nothing enticing or attractive about the place, and the mere drone of society would soon tire of its monotony. . . .
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> . . . . . .
>
> Shortly after the arrival of the Third Regiment at Shreveport, the men were furnished with good shoes, hats, a few blankets, and were promised, ere long, a substantial uniform.
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> . . . . . .
>
> As a matter of some interest, the following list of prices of vegetables and fruit are given for reference: Butter, $5 per pound; eggs, $5 per dozen; beans, $2.50 per quart; apples, 25 to 50 cents each; melons, $1 to $5 each. . . .
>
> . . . Heavy details (were) made for the different departments, Government workshops, arsenals, etc. . . . Besides the several guard details in town, a heavy guard was employed at the Yankee prison, near camp. This prison was an enclosure, formed by heavy oaken timbers, firmly nailed to-

[11]W. H. Tunnard, *A Southern Record: The History of the Third Regiment Louisiana Infantry*, Baton Rouge, 1866, pp. 326-338.

gether, and set some distance in the ground. This enclosure was square in form, and covered an acre or two of ground. Here both Southern delinquents and Northern prisoners were alike confined.

. . . . . .

Thus, through all the hot days of September, the regiment remained at Camp Boggs, regularly and monotonously performing their duties of guard-mounting, morning drill, policing camp, and evening parade. . . .

. . . . . .

On the night of the 8th of October the first frost visited the country. . . . The men were, however, in high spirits, having a good supply of tents and neatly constructed log-houses, with good fireplaces and chimneys. . . .

On Saturday night, the 15th [of October], a grand vocal and instrumental concert was given by the Shreveport Glee Club, at the request of Governor H. W. Allen, for the benefit of the Missourians serving in the Trans-Mississippi Department. This club had but recently been organized, and was composed of gentlemen residing in Shreveport, officers belonging to the army, several members of the regiment, in all seventeen persons, possessing more than the ordinary musical talent of amateurs. The concert was complete, both as to its success and the entertainment. The music was excellent, and the large theatre hall crowded. The proceeds resulted in the handsome amount of $5000.

. . . The latter part of October went out amid storm, frost and ice. . . . Nearly the whole month of November was cold, stormy and gloomy, and consequently the men suffered in proportion. . . .

. . . . . .

. . . The weather [during the winter] was unusually rainy and stormy, yet happy, very many happy hours were spent in those log-huts, despite storms without. Christmas Day, 1864, was a cloudy, raw, disagreeable one, yet the boys were early astir, and seemed disposed to enjoy the occasion to the full bent of their inclinations and means. Eggnog seemed a prevailing beverage, while towards the dinner hour, various and sundry savory dishes were to be found in course of preparation. [One party of officers, including Sergeant W. H. Tunnard] sat down most cozily to a dinner, consisting of a fine roast turkey, light bread and butter, potatoes, pies, cake and coffee. . . .

. . . . . .

On the 8th of January [1865] the regiment received a complete outfit of clothing, consisting of hats, shirts, drawers, shoes, socks, blankets, and a fine suit of Confederate gray cloth. . . . During the past week there had been an unusual advent of military celebrities in Shreveport, consisting of Generals Price, Buckner, Forney and Polignac. . . .

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On the 15th of February, notices were published, tendering an ovation to General Forney's Division by the citizens of Bossier and Caddo Parishes. . . . In accordance with previously published notice, the grand festival and barbecue occurred on Saturday, February 18th, 1865, . . . in a large open field, west of Colonel Watson's residence, facing and parallel with the Marshall road, about two miles from Shreveport. They [the troops] were first inspected by Lieutenant-General E. Kirby Smith, attended by Major-Generals Magruder and Forney, followed by their respective staff-officers. . . . [Then followed a spectacular sham battle]. Upwards of 15,000 people were present on this occasion.

. . . Towards the first of April, . . . depredations and robberies began to be so prevalent in and around Shreveport, that a special patrol under commissioned officers, mostly picked men, guarded the city. . . . At this period much excitement existed over the constant reverses befalling the Confederate armies. . . . Commissioners from General Canby to General E. Kirby Smith, reached Shreveport early in May. Confusion, worse confounded reigned everywhere among troops and citizens. On the 10th of May Camp Boggs presented a strange spectacle. The men were gathered in groups everywhere, discussing the approaching surrender. . . . The depth of feeling exhibited by compressed lips, pale faces, and blazing eyes, told a fearful story of how bitter was this hopeless surrender of the cause for which they had fought, toiled, suffered for long years. The humiliation was unbearable. Paper money became worthless; rations were issued in large quantities; such as coffee, and other delicacies. . . . Troops began to leave for home, openly and unmolested. . . . Shreveport was crowded with citizens. Ammunition was loaded into wagons and sent away.

On the 16th [of May], rumors were in circulation in camp that Shreveport would be set on fire that night and plundered. . . . That night they [the Third Regiment] bivouacked in the Court House yard. . . . This day [May 17th] camp was formally established in the Court House yard. . . .

. . . . . .

> The morning of the 19th found the majority of the regiment gone or preparing to leave. They were allowed to take Government horses, mules and wagons, and leave the place. Clothes, linen, cotton, thread, buttons, leather, etc., from the Quartermaster's Department, were issued to them in such quantities that they were unable to carry them away or dispose of them. . . .
>
> On the 20th the men were all furloughed by the Confederate authorities, or, more properly speaking, formally discharged from the Confederate Army. . . . [On] Sunday, the 21st, . . . all the Government stores were thrown open. Then began a scene which beggared description. Government stores, of every imaginable description, were seized, the streets filled with goods, official papers, etc., scattered everywhere. It was awful, terrible beyond portrayal. Large quantities of these goods were eagerly bought for silver by rapacious speculators. To the honor of the Missourians, be it recorded, that they soon restored order, seized the goods from the speculators, and stored them in the Court-House. . . . This same evening, as the sun sank below the western horizon, tinging the waters of Red River with a roseate hue, two pontoons left the wharf at Shreveport, and went down the river. Those pontoons contained the last departing members of the [Third Louisiana] regiment, [including Sergeant W. H. Tunnard].

The twilight of the Confederacy, in its last lingering shadows, was falling on this city of ours, and in his farewell address to the people of Louisiana, delivered at Shreveport on June 2, 1865, Governor Henry Watkins Allen closed with this tribute to the women of the State:

> Women of Louisiana, I bow to you with tears of grateful affection. You have always responded most promptly and cheerfully to the calls of patriotism and duty. You clothed the soldiers, nursed the sick and wounded, cheered the faint-hearted, and smoothed the dying-pillow of the warrior-patriot. God bless you. I can never forget you. In the land of exile I shall ever remember you with feelings of gratitude too deep for utterance.

Shreveport is strangely connected with the epitaph which is carved on the tomb of Governor Allen on the Old Capitol grounds in Baton Rouge, to which his body was removed after his death in Mexico, in 1866, for on December 25, 1865, he wrote in a letter to "R. C. Cummings, Shreveport, La." the following, from Mexico City:

> When it shall please God to consign this mutilated body to its last resting place, be it among strangers in Mexico or friends in Louisiana, I will want no better epitaph inscribed on my tomb than the sentiment contained in the closing part of your letter: 'Your friends are proud to know that Louisiana had a Governor who had an opportunity of securing a million dollars in gold, and yet preferred being honest in a foreign land without a cent.'

Those lines, written by a Shreveport citizen, thus became the hero's epitaph.

Jefferson Davis, in *The Decline and Fall of the Confederacy*, says: "With the surrender of General Kirby Smith of the Trans-Mississippi Department, the flag of the Confederacy ceased to float anywhere on land." That surrender occurred on May 26, 1865, and was carried into effect here in Shreveport by the formal delivery of all stores and records remaining in Shreveport, to General Herron, of the Federal troops, by General Buckner, on June 11, 1865. So here, in truth, may we say that the sun which rose in such martial glory at Manassas, on the hills of the Potomac, sank forever here in Shreveport, on the banks of the Red. Here, of all places, where this flag floated for the last time over its own people, may we with peculiar feeling, recite those immortal lines:

> Furl that banner. True 'tis gory,
> Yet 'tis wreathed around with glory,
> And 'twill live in song and story,
> Tho its folds are in the dust:
> For its fame or brightest pages,
> Penned by poets and by sages,
> Shall go sounding down the ages,
> Furl its folds tho now we must.

A HISTORY OF THE CADDO INDIANS*

By WILLIAM B. GLOVER

PREFACE

In a study of the history of Caddo Parish, Louisiana, an interest was developed in the Caddo Indians who were aborigines of the parish, and since no adequate study had been made of these interesting people it became my purpose to give an account of them from the time when first met by the white man until about 1845.

The region inhabited by the Caddo Indians when they were first met by the whites, soon became the disputed territory between France and Spain, and later between Spain and the United States. From the outset the Caddoes were border Indians, therefore their relations with the Europeans and later with the Americans were somewhat different from that of tribes inhabiting undisputed territory. Because of the strategic importance of the Caddo country, each of the different nations under whose jurisdiction the natives lived, employed certain methods in dealing with them. Often in order to maintain control of the natives, the nations involved in controversy made a complete change in their policy and these policies had a decided influence on the Indians.

Inasmuch as the native background as expressed in customs, traditions, and location affected the general relations of the natives with the white man it seems necessary to put together such information as is available concerning the tribes for the period before the white man came into their territory. The available information came largely through reports made by the French and Spanish who first came in contact with these Indians.

*Presented to the Faculty of the Graduate School of the University of Texas in Partial Fulfillment of the Requirements for the Degree of MASTER OF ARTS, August, 1932.

Among those who have given me help in the preparation of this work I wish to thank Miss Harriet Smither, archivist of the Texas State Library, and I am especially grateful to Mrs. Mattie Austin Hatcher and Miss Winnie Allen of the University of Texas Library staff for their kindness and helpfulness in making available the materials of the library.

To Dr. William Campbell Binkley of Vanderbilt University, I wish to express my gratitude for his scholarly advice and helpful criticisms during the development of this study.

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BIBLIOGRAPHY

CHAPTER I

EARLY HISTORY OF THE CADDO

I.

SKETCH OF THE TRIBES

The Caddo Indians are the principal southern representatives of the great Caddoan linguistic family, which include the Wichita, Kichai, Pawnee, and Arikara. Their confederacy consisted of several tribes or divisions, claiming as their original territory the whole of lower Red River and adjacent country in Louisiana, eastern Texas, and Southern Arkansas.[1]

Caddo is a popular name contracted from Kadohadacho, the name of the Caddo proper, as used by themselves. It is extended by the whites to include the Confederacy.[2] Most of the early writers, and even many of the later ones used different names for the Kadohadacho. Chevalier de Tonti, a French explorer, called them Cadadoquis, M. Joutel, historian for La Salle's exploring party, called them Cadaquis, and John Sibley, Indian agent at Natchitoches, called them Caddoes.[3] They were called Masep by the Kiowa, Nashonet or Nashoni by the Commanche, Dashai by the Wichita, Otasitaniuw (meaning "pierced nose people") by the Cheyenne, and Tanibanen by the Arapaho.[4]

The number of tribes formerly included in the Caddo Confederacy can not now be determined. Only a small number of the Caddo survive, and the memory of much of their tribal organization is lost. In 1699 Iberville obtained from his Taensa Indian guide a list of eight divisions; Linares in 1716 gave the names of eleven; Gatschet procured from a Caddo Indian in 1882 the names of twelve divisions,[5] and the list was revised in 1896, by Mooney, as follows: Kadohadacho (Caddo Proper), Nadako (Anadarko), Hainai (Ioni), Nabaidacho (Nabedache), Nakohodotsi (Nacogdoches), Nashitosh (Natchitoches), Nakanawan,

[1] James Mooney, in the *Fourteenth Annual Report of the Bureau of American Ethnology*, Part II, 1092.
[2] Alice C. Fletcher, in Frederick Webb Hodge (editor), *Handbook of American Indians*, I, 179.
[3] *Ibid.*, I, 639.
[4] Mooney, in the *Fourteenth Annual Report of the Bureau of American Ethnology*, Part II, 1092.
[5] Fletcher, in Hodge, *Handbook*, I, 181.

Haiish (Eyeish, Aliche, Aes), Yatasi, Hadaii (Adai, Adaize), Imaha, a small band of Kwaps, and Yowani, a band of Choctaw.[6] A more recent study by Dr. Herbert E. Bolton, of the University of California, reveals the fact that there were two confederacies of the Caddoan linguistic stock inhabiting northeastern Texas, instead of one, as indicated by Mooney and Fletcher.[7] Bolton says that the Caddo whose culture was similar to the Hasinai, lived along both banks of the Red River from the lower Natchitoches tribe, in the vicinity of the present Louisiana city of that name, to the Natsoos and Nassonites tribes, above the great bend of the Red River in southwestern Arkansas and southeastern Oklahoma. The best known members of this group were the Cadodacho Grand Cado, or Caddo proper, Petit Cado, upper and lower Natchitoches, Adaes, Yatasi, Nassonites, and Natsoos.[8] On the Angelina and upper Neches rivers, lived the Hasinai, that comprised some ten or more tribes, of which the best known were the Hainai, Nacogdoche, Nabedache, Nasoni, and Nadaco.[9]

Of the names mentioned by the different writers nine tribes named by Mooney in his list are found under varying forms in the lists of 1699, by Iberville, and 1716, by Linares.[10] It will be noticed from the above lists that both Mooney and Bolton included the Cadodacho, Natchitoches, Yatasi, and Adai in the Caddo Confederacy. It appears from the evidence at hand that during the eighteenth century two confederacies existed instead of one as indicated by Mooney. In this paper the Yatasi, Adai, Natchitoches, Natsoos, Nassonites, and Cadodacho will be considered as the tribes that belonged to the Caddo Confederacy.

It is impossible at the present time to identify all the tribes that belonged to the Caddo Confederacy, but a sketch of the best known tribes that inhabited the Louisiana territory will be undertaken. The Natchitoches lived on Red River, near the present city of Natchitoches, Louisiana. Whether the army of De Soto

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[6] Mooney, in the *Fourteenth Annual Report of the Bureau of American Ethnology*, Part II, 1092. The spelling used is that adopted by the Bureau of American Ethnology.

[7] Herbert E. Bolton, *Texas in the Middle of the Eighteenth Century*, 2. Bolton says that Mooney and Fletcher in writing on the "Caddo and Associated Tribes", based their articles largely on English sources and on recent conditions and traditions (among Caddo) without the knowledge of their early history that has since come to light through a study of the Spanish sources, hence they fail to distinguish with sufficient clearness the Hasinai and the Caddo. Bolton, *Athanase De Mézières and the Louisiana Texas Frontier*, 1768-1780, I, 22.

[8] Bolton, *De Mézières*, I, 21.22. In this paper these names will be used in referring to the Caddo tribes.

[9] Bolton, *Texas in the Middle Eighteenth Century*, 2.

[10] Fletcher, in Hodge, *Handbook*, I, 181.

came in contact with them is unknown, but the companions of La Salle, after his death, traversed their country, and Douay speaks of them as a powerful nation.[11] In 1730 according to Du Pratz, the Natchitoches villages near the trading post at Natchitoches numbered about two hundred cabins. The population rapidly declined as a result of the wars in which they were forced to take part, and the introduction of new diseases, particularly small pox and measles.[12]

In 1805 Dr. John Sibley, Indian agent at Natchitoches, in a report to Thomas Jefferson relative to the Indian tribes in his territory said:

> There is now remaining of the Natchitoches but twelve men and nineteen women, who live in a village about twenty-five miles by land above the town which bears their name, near the lake, called by the French Lac de Muire. Their original language is the same as the Yattassee, but speak Caddo, and most of them French.
>
> The French inhabitants have great respect for this nation, and a number of very decent families have a mixture of their blood in them. They claim but a small tract of land, on which they live, and I am informed, have the same rights to it from Government, that other inhabitants in their neighborhood have. They are gradually wasting away; the small pox has been their great destroyer. They still preserve their Indian dress and habits; raise corn and those vegetables common in their neighborhood.[13]

The Yatasi tribe is first spoken of by Tonti, who states that in 1690 their village was on the Red River, northwest of Natchitoches. In the first part of the eighteenth century, St. Denis invited them to locate near Natchitoches, in order that they might be protected from the attacks of the Chickasaw who were then waging war along Red River. A part of the tribe moved near Natchitoches, while others migrated up the river to the Kadohadacho and to the Nanatsoho and the Nasoni.[14]

At a later date the Yatasi must have returned to their old village site. John Sibley, in a report from Natchitoches, states that they lived on Bayou River (Stony Creek), which falls into

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[11] Alice C. Fletcher and John R. Swanton, in Hodge, *Handbook*, I, 37.
[12] *Ibid.*, II, 27.
[13] *Annals of Congress*, 9 Cong., 2 Sess., II, 1084.
[14] Fletcher, in Hodge, *Handbook*, II, 993.

Red River, Western division, about fifty miles above Natchitoches. According to Sibley's report they settled in a large prairie, about half way between the Caddoques (Cadodacho) and the Natchitoches, surrounded by a settlement of French families. Of the ancient Yattassees (Yatasi) there were then but eight men and twenty-five women remaining. Their original language differed from any others, but all of them spoke Caddo. They lived on rich land, raised plenty of corn, beans, pumpkins, and tobacco. They also owned horses, cattle, hogs, and poultry.[15]

The Adai village was located on a small creek near the present town of Robeline, Louisiana, about twenty-five miles west of Natchitoches. This was also the site of the Spanish Mission, Los Adaes.[16] The first historical mention of the Adai was made by Cabeca de Vaca, who in his "Naufragios", referring to his stay in Texas, about 1530, called them Atayos. Mention was also made of them by Iberville, Joutel, and some other early French explorers. In 1792 there was a partial emigration of the Adai, numbering fourteen families, to a site south of San Antonio de Bejar, southwest Texas, where it is thought they blended with the surrounding Indian population. The Adai who were left in their old homes at Adayes, numbered about one hundred in 1802.[17] According to John Sibley's report in 1805 there were only twenty men of them remaining, but more women than men. Their language differed from that of all other tribes and was very difficult to speak, or understand. They all spoke Caddo, and most of them spoke French also. They had a strong attachment to the French, as is shown by the fact that they joined them in war against the Natchez Indians.[18]

The Cadodacho (real Caddo, Caddo proper), seem to have lived as a tribe on Red River of Louisiana from time immemorial. According to tribal traditions the lower Red River of Louisiana was their original home, from which they migrated west and northwest.[19] Penicaut reported in 1701 that the Caddo lived on the Sabloniere, or Red River, about one hundred and seventy leagues above Natchitoches, which places them a little above the big bend

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[15] *American State Papers, Indian Affairs*, I, 721-722.
[16] Winslow M. Walker, "A Reconnaissance of Northern Louisiana Mounds", in *Explorations and Field-Work of the Smithsonian Institution in 1931*, (Publication 3134), 169.
[17] J. W. Powell, in the *Seventh Annual Report of the Bureau of American Ethnology*, 45-46.
[18] *American State Papers, Indian Affairs*, I, 722.
[19] Fletcher, in Hodge, *Handbook*, I, 179, 688.

of Red River near the present towns of Fulton, Arkansas, and Texarkana.[20] In 1800 the Caddo moved down the Red River near Caddo Lake, which placed them about one hundred and twenty miles from the present town of Natchitoches. Sibley says:

> They formerly lived on the south bank of the river, by the course of the river 375 miles higher up, at a beautiful prairie, which has a clear lake of good water in the middle of it, surrounded by a pleasant and fertile country, which had been the residence of their ancestors for time immemorial. They have a traditionary tale, which not only the Caddoes, but half a dozen other smaller nations believe in, who claim the honor of being descendants of the same family; they say, when all the world was drowning by a flood, that inundated the whole country, the Great Spirit placed on an eminence, near this lake, one family of Caddoques, who alone were saved; from that family all the Indians originated.[21]

In 1719 the Assonites (Nassonites), and Natsoos, dwelt along Red River, often on both sides of the channel about one hundred and fifty leagues northwest of Natchitoches. They lived near the Cadodacho and were related to them.[22]

The Cadodacho was the leading tribe in the Caddo Confederacy. This nation wielded a great influence over many of the tribes belonging to the Southern Caddoan family. In 1805 their influence extended over the Yatasi, Nandakoes, Nebadaches, Inies, or Tackies, Nacogdoches, Keychies, Adai, and Natchitoches, who looked up to them as their father, visited and intermarried among them, and joined them in all their wars.[23]

It is impossible to determine with exactness the population of the Caddo during the early period, for no record of a census is available until after the Louisiana Purchase in 1803. Fletcher says that before the coming of the French and Spanish they were no doubt a thrifty and numerous people.[24] One writer states that during their early history they must have numbered about ten thousand.[25] No doubt this estimate included both the Caddo and Hasinai Confederacies. According to a report from the Indian

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[20] M. B. Harrington, *Certain Caddo Sites in Arkansas*, 140-141.
[21] *American State Papers, Indian Affairs*, I, 721.
[22] Weston Arthur Goodspeed, *The Province and the State*, I, 181.
[23] *American State Papers, Indian Affairs*, I, 721.
[24] Fletcher, in Hodge, *Handbook*, I, 180.
[25] Maude Hearn O'Pry, *Chronicles of Shreveport*, 50.

agent at Natchitoches made in 1805 the tribes of the Caddo confederacy at that time numbered approximately six hundred, not including children.[26]

All the tribes of the Confederacy spoke the Caddoan language. However, the language of the Adai differed from all the others and was very difficult to speak.[27] The Caddoes had a very convenient way of communicating with each other and with other tribes, through the medium of a sign language. Their tribal sign was made "by passing the extended index finger, pointing under the nose from right to left." When they wanted to accuse someone of telling a lie, or falsehood, they did that "by passing the extended index and second fingers separated toward the left, over the mouth".[28]

II.

The Manners and Customs of the Caddo

The Caddoes were cultivators of the soil. They planted fields around their villages in corn, pumpkins and vegetables that furnished their staple food.[29] They would not allow idleness; there was always something to be done, and those who would not work were punished. They worked hard in their fields when the weather was good, but when the cold rain fell and the north wind blew they would not come out of their houses. Yet they were not idle; they sat around the fire employing themselves with handiwork. It was then that they made their bows and arrows, their necessary clothing and tools with which to work. The women worked making mats out of reeds and leaves, and pots and bowls out of clay.[30]

Joutel gives an interesting account of the agriculture of the Caddo tribes in his day. He says:

> I noticed a very good method in this nation (Cenis), which is to form a sort of assembly when they want to turn the soil in the fields belonging to a certain cabin, an as-

[26] *American State Papers, Indian Affairs*, I, 721, 722, 724.
[27] *Ibid.*, I, 721-724.
[28] Garrick Mallery, in the *First Annual Report of the Bureau of American Ethnology*, 345.
[29] Fletcher, in Hodge, *Handbook*, I, 181.
[30] Mrs. Lee C. Harby, "The Tejas, their Habits, Government and Superstitions," *Annual Report of the American Historical Association*, 1894, p. 68. Mrs. Harby collected her information principally from the report of Fray Francisco de Jesus Maria Cesana who was a missionary among the Hasinai. These Indians were living south and southwest of the Cadodacho. Their customs were almost the same says Joutel who made observations among both tribes.—Harrington, *Certain Caddo Sites in Arkansas*, 147. Bolton says, "The Caddo and the Hasinai were similar in culture."—Bolton, *Athanase De Mézières*, I, 21-22. Other authorities state that the culture and customs of both confederacies were similar. Therefore, I feel free to use some descriptions given of the Hasinai to fill out the picture of the life of the Caddo.

sembly in which may be found more than a hundred persons of both sexes. When the day has been appointed, all those who were notified come to work with a kind of Mattock made of a buffalo's shoulder-blade, and some of a piece of wood, hafted with the aid of cords made of the bark of trees. While the workers labor, the women of the cabin for which the work is being done, take pains to prepare food; when they have worked for a time, that is, about midday, they quit, and the women serve them the best they have. When someone coming in from the hunt brings meat, it serves for the feast; if there is none, they bake Indian bread in the ashes, or boil it, mixing it with beans, which is not a very good dish, but it is their custom. They envelop the bread that they boil with the leaves of the corn. After the repast, the greater part amuse themselves the rest of the day, so that, when they have worked for one cabin, they go the next day to another. The women of the cabin have to plant the corn, beans, and other things, as the men do not occupy themselves with this work. These Indians have no iron tools, so they can only scratch the ground, and can not pick it deep; nevertheless, everything grows there marvelously.[21]

The Caddo also hunted and fished for a living. M. de la Harpe mentions the fact that the Cadodaquious (Cadodacho) and their associates prepared a feast for him which included among other things, the meat of bear, buffalo, and fish. Another evidence that they fished and hunted for a living, was brought to light by Harrington, field worker for the Heye foundation, in excavations made near Fulton, Arkansas, in the old Caddo villages. In their digging they found the bones of deer, racoons, turkeys, and many other creatures, mixed with the ashes of ancient camp fires, showing that hunting was one of their principal means of gaining a livelihood. They also found fish and turtle bones and stone sinkers for nets, all of which indicated that they used fishing as another means of making a living.[22]

The tribal organization among the Caddo was similar to that of the Hasinai. Fortunately, Father Jesus Maria left a good account of the Tejas or Aseney (Hasinai) tribes. Each group of the Tejas Indians was apparently under the command of a great chief called Xinesi. Each tribe had a chief or governor called a Caddi, who ruled within the section of country occupied by his

[21] Harrington, *Certain Caddo Sites in Arkansas*, 235-236.
[22] *Ibid.*, 232-234.

tribe, no matter whether it was large or small. If large, they had a sub-chief called Canahas. The number of sub-chiefs depended on the size of the tribe ruled by the Caddi. The number ranged from three to eight. It was their duty to relieve the Caddi and to publish his orders. One of these gave orders for preparing the chief's sleeping place while on the buffalo hunt and the war-path, and filled and lighted his pipe for him. They also frightened the people by declaring that, if they did not obey orders, they would be whipped and punished in other ways. There were other subordinate officers called Chayas, who carried out orders issued by the Canahas. There were petty officers under the Chayas, called jaumas, who promptly executed orders. They whipped all the idlers with rods, by giving them strokes over the legs and belly. When the Caddi wished to have a council meeting, the Canahas had to summon the elders.[33] This organization must have worked well, for Father Jesus Maria states that during his stay of one year and three months among them he had not heard any quarrels.[34] It is certain from the evidence at hand that their life was more or less communal, for we are told that eight or ten families often lived in one dwelling, and cultivated the land about it in common. It appears that the food supply was kept in common, for Joutel says:

> The mistress, who must have been the mother of the chief, for she was aged, had charge of all the provisions, for that is the custom, that in each cabin, one woman holds supremacy over the supplies, and makes the distribution to each, although there may be several families in the cabin.[35]

We are told by Jesus Maria that if the house and property of one of the tribesman were destroyed, all the rest of the tribe joined in helping provide him with a new home.[36] This communistic practice was common among the early white settlers, and will be found among the farmers in the rural sections of Louisiana today.

The Caddo lived in two kinds of houses, the grass thatched, and earth covered. The grass houses were conical in shape, made of a framework of poles covered with a thatch of grass. They were grouped around an open space which served for social and

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[33] Harrington, *Certain Caddo Sites*, 149.
[34] Hatcher, in *Southwestern Historical Quarterly*, XXX, 216.
[35] Harrington, *Certain Caddo Sites*, 150.
[36] *Ibid.*, 151. Harby, "The Tejas", *Annual Report of the American Historical Association*, 1894, p. 68.

ceremonial purposes. Arranged around the walls inside of the house were couches covered with mats, that served as seats during the day and as beds at night. In the middle of the house was the fire, which was kept burning day and night.[37]

The earth houses were erected by constructing a frame, probably in the form of a low dome of very stout poles upon which were placed smaller ones at right angles. These in turn were covered with brush and cane, and then with sage grass on which was placed a heavy coating of earth.[38]

The Caddoes wore very few clothes during the early period as reported by Joutel. During the winter months they covered themselves with animal skins. They hung these skins around their bodies reaching about half way down their legs. During the warm months nearly all of them went without clothing.[39]

They loved ornaments such as beads, ear-pendants, and ear-plugs. Father Jesus Maria states that at festive times they did not lack for ornaments such as collars, necklaces, and amulets, which resembled those the Aztecs wore, with the one difference that the Tejas Indians knew nothing of gold and silver.[40]

If a man wanted to marry, he took the maiden of his choice the best and finest present he could afford. If the father and mother gave their permission for her to receive the gift, it meant that the man had their consent to take her. However, she was not taken away until notice was given to the Caddi. If the woman was not a maiden, all that was necessary was her consent to receive the presents. Often the agreement was made only for a few days. At other times they declared it binding forever. Only a few of them kept their word. When a woman found another man who was able to give her better things she went with him and there was no punishment for this conduct. Few men ever remained with their wives very long, but they never had but one wife at a time.[41]

Another custom of interest among the Hasinai was the war dance. Before going to war they usually sang and danced for

[37] Fletcher, in Hodge, *Handbook*, I, 181.
[38] Harrington, *Certain Caddo Sites*, 257-258.
[39] B. F. French, *Historical Collection of Louisiana*, I, 150.
[40] Harrington, *Certain Caddo Sites*, 244-245.
[41] Mrs. Mattie Austin Hatcher, "Description of the Tejas or Asinai Indians," in *Southwestern Historical Quarterly*, XXX, 283-284.

seven or eight days, offering to their God such things as corn, tobacco, bows, and arrows. Each offering was hung on a pole in front of the place where they were dancing, and near the pole was a fire before which stood a wicked-looking person who made the offering of incense by casting tobacco and buffalo fat into the fire. Each man gathered around the fire collected smoke and rubbed his body with it, believing that by performing this ceremony his God would give him whatever he requested. They prayed to nature, and to the animals for courage and strength to defeat the enemy. They asked the water to drown their enemies, the fire to burn them, the arrows to kill them, and the wind to blow them away. On the last day the Caddi came forward and encouraged the men by telling them that if they really were men, they must think of the wives, their parents, their children, but not to let them be a handicap to their victory.[42]

Ethnologists agree that the Caddoes follow nearly the same mode of burial as the Wichitas.[43]

> When a Wichita dies the town crier goes up and down through the village and announces the fact. Preparations are immediately made for the burial, and the body is taken without delay to the grave prepared for its reception. If the grave is some distance from the village, the body is carried thither on the back of a pony, being first wrapped in blankets and then laid prone across the saddle, one person walking on either side to support it. The grave is dug from three to four feet deep and long enough for the body. First blankets and buffalo robes are laid in the bottom of the grave, then the body, being taken from the horse and unwrapped, is dressed in its best apparel and with ornaments is placed upon a couch of blankets and robes, with the head toward the west and the feet to the east; the valuables belonging to the deceased are placed with the body in the grave. With the man are deposited his bows and arrows or gun, and with the woman her cooking utensils and other implements of her toil. Over the body sticks are placed six or eight inches deep and grass over these, so that when the earth is filled in, it need not come in contact with the body or its trappings. After the grave is filled with earth, a pen of poles is built around it as a protection from the wild animals. The ground on and around the grave is left smooth and clean.[44]

[42] *Ibid.*, 214.
[43] H. C. Yarrow, in the *First Annual Report of the Bureau of American Ethnology*, Part I, 102-103.
[44] *Ibid.*, I, 102-103.

If a Caddo is killed in battle, the body is never buried, but left to be devoured by beasts or birds of prey, and the condition of such individuals in the other world is considered to be far better than that of persons dying a natural death. This practice resembles that of the ancient Persians who threw out the bodies of their dead on the roads, and if they were promptly devoured by wild beasts they esteemed it a great honor, and if not, a terrible misfortune."[45]

Not much is known about the religious beliefs of the Caddo, but the early writers tell us that they believed in a "great spirit," known under the name of Ayanat Caddi, or as Ayo-Caddi-Aymay. Manzanet says that their ceremonial leader "had a house reserved for the sacrifices, and when they entered therein they behaved very reverently, particularly during a sacrifice. They never sacrificed to idols, but only to him of whom they said that he has all power, and that from him came all things. Ayimat Caddi, in their language, signifies the great captain. This was the name he gave to God."[46] In spite of these remarks there is evidence that the Caddo and their relatives worshipped a number of minor spirits and powers. This may be inferred from Douay's statement that the Caddo adored the Sun. He says, "Their gala dresses bear two painted suns; on the rest of the body are representations of buffalo, stags, serpents, and other animals."[47] Harrington says, "it even appears that they thought everything in nature had some sort of spirit or power, which could be prayed to, reasoned with, and led to assist the supplicant, so they 'solicited the deer and buffalo, that they should allow themselves to be slain; the maize, that it would grow and let itself be eaten; the air, that it would be pleasant and healthful.' "[48]

III.

The Caddo Country and Range

According to a tradition of the Caddo which has parallels among other tribes, their original home was on lower Red River in Louisiana. The story says that they came up from under the ground through the mouth of a cave on a lake close to the south

[45] *Ibid.*, I, 103.
[46] Harrington, *Certain Caddo Sites*, 263.
[47] John Gilmary Shea, *Discovery and Exploration of the Mississippi Valley*, 221-222.
[48] Harrington, *Certain Caddo Sites*, 264.

bank of Red River, just at its junction with the Mississippi. From this place they spread out toward the west, following up the course of Red River, along which they made their principal settlements."[49] Bolton states that during the eighteenth century they extended along both banks of the Red River from the present city of Natchitoches, Louisiana, to the Natsoos and Nassonites tribes, above the great bend of the Red River in southwestern Arkansas and southeastern Oklahoma.[50]

No definite boundary lines can be given for the territory claimed by the Caddo previous to eighteen hundred. Good authority establishes the fact that they claimed a very extensive tract of country on both sides of Red River extending from the present city of Shreveport to the cross timber, a remarkable tract of woodland, which crosses Red River more than a thousand miles above its mouth.[51] This tract of country claimed by the Caddo was one of the finest sections within the bounds of North America.[52]

The topography of the country made it suitable for agriculture, stock raising, fishing, and hunting. The Caddo uplands are marked by numerous bayous and lakes and are undoubtedly excellent in quality. The river lands are of the richest alluvial soil and of wonderful fertility. The soil of the valley in many places is a black, deep soil of unsurpassed fertility.[53] At intervals along the Red River from Shreveport to the timber line there are numerous lakes and spring-brooks, flowing over a fertile soil, here and there interspersed with glades and small prairies, affording a fine range for the wild animals that inhabited the Indians' happy hunting ground.[54]

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[49] Mooney, in the *Fourteenth Report of the Bureau of Ethnology*, II, 1093-1094.

[50] Bolton, *Athanase De Mézières*, I, 21-22. The Natsoos tribe was about one hundred seventy leagues above Natchitoches.

[51] Jedidiah Morse, *A Report to the Secretary of War on Indian Affairs*, 257. Sibley to Secretary of War, May 18, 1812, 27 Cong., 2 Sess., *House Reports*, Doc. 1035, p. 105. In speaking of the cross-timber, Marcy says, "This extensive belt of woodland, which forms one of the most prominent and anomalous features upon the face of the country, is from five to thirty miles wide, and extends from the Arkansas River in a southwesterly direction to the Brazos, some four hundred miles. . . . This forms a boundary line, dividing the country suited to agriculture from the great prairies, which for the most part, are arid and destitute of timber. . . . It seems to have been designed as a natural barrier between civilized man and the savages, as, upon the east side, there are numerous spring-brooks, flowing over a highly prolific soil, with a superabundance of the best of timber, and an exuberant vegetation, teeming with the delightful perfume of flowers of the most brilliant hues; here and there interspersed with verdant glades and small prairies, affording inexhaustible grazing, and the most beautiful natural meadows that can be imagined."—Randolph B. Marcy, *Explorations of the Red River of Louisiana in the Year 1852*, p. 84-85.

[52] Sibley to Secretary of War, May 18, 1812, *House Reports*, 27 Cong., 2 Sess., Doc. 1035, p. 106.

[53] The Southern Publishing Company, *Biographical and Historical Memoirs of Northwest Louisiana*, 9-10.

[54] Marcy, *Exploration of the Red River of Louisiana in 1852*, pp. 84-85.

The range of the Caddo was far beyond the territory that they claimed. It undoubtedly extended east from the Red River near the present city of Shreveport to the Ouachita River, and north to the Arkansas River, northwest to the source of the Red River and west to the Sabine River.[55]

Since the Caddo hunted, traded, and often went to war with adjacent tribes, it appears necessary at this time to give a sketch of the tribes bordering on the territory claimed by the Caddo. To the west and southwest of the Caddo on the Angelina and upper Neches rivers lived the Hasinai Confederacy, that comprised some ten or more tribes, of which the best known were the Hainai, Nacogdoche, Nabedache, Nasoni, and Nadaco. They were a settled people, who had been living in the same region certainly since the time of La Salle, and probably long before. They dwelt in scattered villages, practiced agriculture to a great extent, and hunted buffalo on the western prairies.[56] In manners, customs, and social organization the tribes of the confederacy were similar to those of the Caddo.[57]

The Wichita, comprising another group of the Caddoan tribes, lived northwest of the Caddo, on the upper Red, Brazos, and Trinity Rivers. They were known to the Spaniards of New Mexico as Jumano and to the French as Panipiquet or Panis. They are now collectively called by ethnologists the Wichita.

> The civilization of the Wichita was essentially like that of the Caddo and the Hasinai, though they were more warlike, less fixed in their habitat, and more barbarous, even practicing cannibalism extensively.[58]

The Arkansas (Quapaw) lived north of the Caddo on the south side of the Arkansas River about twelve miles above the Arkansas post. They claimed all the land along the river for about three hundred miles above them. They were friendly with

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[55] Sibley to Dearborn, April 10, 1805, in *American State Papers, Indian Affairs*, I, 725-730.

[56] Bolton, *Texas in the Middle Eighteenth Century*, 2. Fletcher and Mooney listed most of the Hasinai tribes as belonging to the Caddo Confederacy. Bolton discovered Spanish documents that revealed the fact that two confederacies existed during the greater part of the Eighteenth Century instead of one.—Bolton, "The Native Tribes about the East Texas Missions," in Texas State Historical Association, *Quarterly*, XI, 249-276.

[57] Fletcher, in Hodge, *Handbook*, I, 52, 524.

[58] Bolton, *De Mézières*, I, 23-24.

the Caddo tribes, but at war with the Osage who lived farther up the river.[59] They were active tillers of the soil, and also made pottery of the finest design.[60]

East of the Caddo across Red River on Bayou Chicot was a Choctaw village. Marshall says that as early as 1763, and perhaps earlier, some of the Choctaw left their homes in Mississippi and Georgia, and migrated west of the Mississippi where they evidently encroached upon the Caddo, for in 1780 some of them were at war with that nation."[61]

These are the principal tribes and confederacies found along the borders of the territory claimed by the Caddo Indians during the eighteenth century.

CHAPTER II

CADDO RELATIONS WITH THE FRENCH AND SPANISH

I.

French and Spanish Relations Before 1762

In order to understand the history of the Caddo Indians it is not only necessary to have a knowledge of their traditions, customs, and location but also to know something about their relations with the Europeans. The Caddo was one of the groups located on the frontier between Louisiana and New Spain.[1]

France and Spain began a contest to control these frontier tribes from the first moment of contact until 1762 when Louisiana was ceded to Spain. The principal weapon used by the French was the trader, and by the Spaniards, the Franciscan missionary, each backed by a small display of military force.[2] One of the reasons for a desire to control the frontier tribes was to secure possession of their territory. Both France and Spain realized that the best way to accomplish this was to establish an influence over the

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[59] *American State Papers, Indian Affairs*, I, 725.
[60] Cyrus Thomas, in Hodge, *Handbook*, I, 335.
[61] Thomas Maitland Marshall, *A History of the Western Boundary of the Louisiana Purchase, 1819-1841*, 132.
[1] Bolton, *De Mézières*, I, 18-19.
[2] *Ibid.*, I, 30.

natives of the district desired. Another reason to control the tribes was to foster trade. A third was a desire of the missionaries to bring them to the knowledge of the Christian faith.[3]

From the outset both the French and Spanish governments regarded the Caddo country as a strategic point of great importance. Likewise, both countries began to make a bid for control of the individual tribes before the close of the seventeenth century. The first contact made by the French was with the Cadodacho who were visited by the survivors of the La Salle party in 1687, and the friendly relations established by this visit were never abandoned. In 1689 Tonti, while searching for La Salle's colony, visited the tribe and further strengthened the amicable relations already existing between them and the French.

The first Spanish explorer to reach the Cadodacho country was Domingo Teran. His attempt to explore the region was a complete failure and it was not until 1717 when another unsuccessful attempt was made by Father Margil to establish missions for the Cadodacho and the Yatasi.[4]

In 1718 a large grant of land was made to Bernard de la Harpe, a French colonizer, in the Cadodacho country.[5] In 1719 a garrisoned trading post was established on Red River by La Harpe between the Cadodacho and Nassonite villages. This post was maintained part of the time with a garrison until after the Louisiana cession. It checkmated every attempt made by the Spaniards to penetrate the Cadodacho country. Later, depots were established at the village of the Petit Cados and Yatasi.[6]

Bolton says:

> These trading establishments at Natchitoches and in the villages of the Cadodacho, Petit Cado, and Yatasi, together with the influence of the remarkable St. Denis, who in 1722 became commander at Natchitoches, and who till his death in 1744 remained the master genius of the frontier, were the basis of an almost undisputed French domination over the Caddo tribes. More than once the Spanish authorities contemplated driving the French out of the Cadodacho village and erecting there a Spanish post, but each attempt failed.[7]

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[3] *Ibid.*, I, 28-29.
[4] Bolton, *De Mézières*, I, 43.
[5] Francois Xavier Martin, *History of Louisiana*, 127.
[6] Bolton, *De Mézières*, I, 44-45. The Petit Cado lived near Caddo Lake on Red River.
[7] *Ibid.*, I, 45.

The first relations with the Natchitoches began in 1690 when Tonti reached these tribes from the Mississippi and made an alliance with them. In 1700 Iberville sent his brother, Bienville, on a visit to their country from the Taensa villages. Bienville as an ambassador must have accomplished his ultimate aim, for, from the date of his visit to the close of the eighteenth century the tribe never broke faith with the French. In 1712 they helped St. Denis establish a post on the Red River at Natchitoches as a protection against the intrusions of the Spanish, and also in the hope of establishing trade relations with Spain.[8]

In 1701 Bienville and St. Denis visited the Yatasi tribes and made an alliance with them. That the friendship formed by this alliance was permanent, was shown by the fact that the Yatasi refused to close the road between the Spanish province and the Red River settlement, after the Spanish had demanded that it be closed.[9]

The French maintained control over all of the Caddo tribes with the exception of the Adai, among whom the Spanish were located from the very beginning. In 1715 Domingo Ramon, a Spanish colonizer, with a company of Franciscans, made settlements in the Adai territory. The mission of San Miguel de Linares was founded among them in 1716.[10]

In 1719, when France and Spain were at war, orders were given to Blondel, the commandant at Natchitoches, to drive the Spaniards from Texas. In carrying out these orders Blondel, with Natchitoches and Caddo allies, took possession of Los Adaes, and the Indians were allowed to destroy the buildings. The Adai tribe because of their allegiance to the Spanish, were removed from their lands by the French and treated as enemies.[11]

In 1721 the Marquis de Aguayo, a Spanish general, was sent with the strongest military force that had ever entered Texas to re-establish the presidios of Texas and the abandoned missions. He established a new presidio in the Adai tribe beside the Mission of San Miguel. This new presidio was located where the present town of Robeline, Louisiana, now stands.[12] About 1735 a military

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[8] Fletcher, and Swanton, in Hodge, *Handbook*, II, 37.

[9] Fletcher, in Hodge, *Handbook*, II, 993. The Yatasi were located between the Sabine and Red Rivers in disputed territory, near the present city of Shreveport.

[10] *Ibid.*, I, 13.

[11] *Ibid.*, II, 450. Bolton, *De Mézières*, I, 39.

[12] Eleanor Claire Buckley, "The Aguayo Expedition into Texas and Louisiana, 1719-1722", in Texas Historical Association, *Quarterly*, XV, 50-51.

post called Nuestra Senora del Pilar was established, and five years later this garrison became the Presidio de los Adayes. Afterwards, when the country was districted for the jurisdiction of the Indians, the Adai tribe was placed under the division having its official headquarters at Nacogdoches.[13] Although Spain had established the political rule over the Adai, she had not stopped the French trade that had won the hearts of the natives. These Indians and associated tribes along the frontier looked to the French for their weapons, ammunition, and other articles of trade, for which they exchanged their peltry, and often their agricultural products.[14]

As a result of the wars between France and Spain the Adai had suffered severely, one portion of their villages being under French control, the other being under Spanish control. The ancient trail between their villages became the noted "contraband trail" along which traders and travelers journeyed between the French and Spanish provinces. One of their villages was on the road between the French fort at Natchitoches and the Spanish fort at San Antonio. The adverse influences of the whites, together with the conflict between France and Spain, almost exterminated this ancient tribe of Indians.[15]

II.

The Spanish Indian Policy after 1762

From this time the Caddo tribes were under Spanish control; therefore the outcome of the Indians will be largely determined by the Spanish Indian policy. The three fundamental purposes of the early Spanish policy were to convert the natives to the Christian faith, to civilize them, and to use them in the development of the frontier. In order to accomplish these desires the encomienda system was devised. It was soon learned that before the savage could be civilized, converted, or made a useful being, he must first be controlled. To provide such control, the land and Indians were distributed among the colonizers who held them in trust, or in encomienda. It was the duty of the trustee to provide for the protection, the conversion, and the civilization of his sub-

[13] Fletcher, in Hodge, *Handbook*, I, 13.
[14] Bolton, *De Mézières*, I, 40-41.
[15] Fletcher, in Hodge, *Handbook*, I, 13.

jects; in return he was given the privilege to exploit them. The encomendero, or guardian, was required to support friars, whose duty it was to instruct the Indians in the Christian religion, in citizenship, and in the industrial arts. This plan led to the establishing of great monasteries in the territory conquered by the Spanish colonizers.

It was also learned that in order to instruct and exploit the Indian properly, he must be made to remain in a specified place of residence. Thus it soon became a law that Indians must be congregated in pueblos, and kept there by force if necessary. The encomienda system was so badly abused that it placed the Indians in a state of slavery. The trustees, yielding to the desire of the flesh, thought only of the usefulness of the natives in terms of dollars and cents. They disregarded the primary objects for which the system was designed; to convert and civilize the natives. The encomienda system was gradually replaced by the missions. During the seventeenth and eighteenth centuries many missions were planted on the expanding frontiers of Spanish America. These missions were in the hands of priests whose first duty was to teach the Christian religion to the heathen, and to teach the Spanish language and civilization. The missionaries were not only religious agents but they also served as political agents for Spain. They explored the frontiers, promoted their occupation, defended them and the interior settlements from foreign influences and savage tribes, and often served as diplomatic agents. The Spanish Indian policy prior to the Louisiana cession, although tinged with mercenary aspirations, was designed for the preservation of the Indians rather than for their destruction.[16]

In 1762 France ceded Louisiana to Spain but the transaction was not completely carried into effect until 1769.[17] The Indians were very angry when they learned of the treaty of cession. They did not believe that the King of France had a right to transfer them to any white or red chief in the world, and to dispose of them like cattle; thus they threatened resistance to the execution of the treaty.[18]

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[16] Bolton, "The Mission as a Frontier Institution in the Spanish-American Colonies," in *The American Historical Review*, XXIII, 42-61; Anna Muckleroy, "The Indian Policy of the Republic of Texas," in *The Southwestern Historical Quarterly*, XXV, 243-244.

[17] Charles Gayarre, *History of Louisiana*, III, 1.

[18] *Ibid.*, II, 95.

Spain now had a new Indian problem. She had the difficult task of winning the loyalty of the Indian tribes that had been living peaceably under the influence of the French in the contested territory. The new policy adopted was similar to that employed by the French, a "method of control," Bolton says, "Through the fur trades and presents, a good many modifications in the directions of greater equity for the white men and greater humanity toward the natives."[19]

III.

Relations with the Spanish after the Louisiana Cession

After the Louisiana cession Antonio de Ulloa, first Spanish governor in Louisiana, and Hugo O'Conor, ad interim governor in Texas, issued proclamations threatening death to any Frenchman trading in Texas. Later, O'Conor claimed that by this means all such trade was suppressed.[20] Ulloa soon concluded, however, that the French system of trade and presents for the friendly Indians must be continued. He reached this conclusion in December, 1767, after an attempt was made to suppress the trade with the Yatasi tribe. On his way to the village, Du Buche, a trader who had been stopped by orders of O'Conor, caused the tribe to rise in rebellion. They held a meeting and planned to attack one of the Texas presidios, but were deterred by Guakan, head chief of the Yatasi nation. Guakan was pacified and trade allowed to continue. French traders were allowed to go freely to the tribes of Louisiana and Texas without restrictions as to time or place.

When Alexander O'Reilly became governor of Louisiana in 1769, he continued the trade with the friendly tribes, but attempted to discontinue trade with the enemies.[21] Athanase de Mézières, lieutenant governor at Natchitoches, was instructed by O'Reilly to continue the annual presents to the Cadodacho, Petit Cado, and Yatasi tribes.[22] De Mézières was also instructed to choose traders of good habits to send into the Indian villages and to encourage the savages to work and not to remain idle. He selected Alexis Grappe, Dupin, and Fazende Moriere to reside in the villages of

[19] Bolton, *Athanase de Mézières*, I, 67, 70.
[20] *Ibid.*, I, 88.
[21] *Ibid.*, I, 89.
[22] O'Reilly to De Mézières, January 22, 1770, in Bolton, *De Mézières*, I, 132.

the Cadodacho and Yatasi. The instructions which they were to observe specified that the savages must be furnished satisfactory merchandise for the ordinary trade price; no English merchandise should be introduced among the Indians; goods should be sold and distributed only to friendly nations; the traders should arrest all French and Spanish wanderers or vagabonds, and confiscate their effects, demanding, if necessary, the forcible aid of the Indians; the chiefs were requested to bring such rovers to the post; English traders should not be allowed to trade with the Indians or even to go into their villages; they were pledged to maintain peace and harmony among the tribes allied with Spain; they were to teach the natives to be loyal subjects; they were to tell the hostile nations that the French and Spanish were united and if they did not refrain from violence they would be treated as their cruel enemies; but if they made true signs of repentance they would be added to their list of allies; it was recommended to the traders that no adult or infant Indian in danger of death should be without the blessing of holy baptism[23]

Traders having been selected, and instructions having been given to the traders, De Mézières proceeded to make an agreement with the Caddo tribes. He informed Tinhiouen, chief of the Cadodacho, and Cocay, chief of the Yatasi, of their selection as medal chiefs,[24] and arranged for a meeting at Natchitoches. The chiefs of the Cadodacho and Yatasi met De Mézières at Natchitoches on April 21, 1770. They ceded their lands to the king, agreed to receive the presents and the traders, and to use their influence in controlling and making peace with the tribes of the north. In writing about this agreement De Mézières said: :

> . . . They have ceded him (the King) all proprietorship in the land which they inhabit, have promised him blind fidelity and obedience, and have received his royal emblem and his august medal with the very greatest veneration. They have engaged to aid with their good offices and their persuasion, in maintaining the general peace, and, in consequence, not to furnish any arms or munitions of war to the Naytanes, Taovayaches, Tuacanas, Quitseys, etc.; to

[23] Instructions for the traders of the Cadaux d' Acquioux and Hiatasses, February 4, 1770, in Bolton, *De Mézières*, I, 248-250.

[24] Distinguished chiefs were appointed captains and dignified by decoration with great and small medals. One of these chiefs, and the most influential Indian among the allies was Tinhiouen, Capique of the Cadodacho, another was Cocay, head chief of the Yatasi, and possibly Guakan, chief of the Yatasi.—Bolton, *De Mézières*, I, 74.

employ themselves peacably in their hunting, both for their entertainment and for their subsistence; and to arrest and conduct to this post all coureurs de bois and persons without occupation whom they may meet in the future, protesting that they will never forget their promise, which is just and very conformable to the harangue which has been brought to them by us, in the name of the captain-general of this province. . . .[25]

On February 3, 1770, De Mézières made a contract with Juan Piseros to furnish the goods for the traders. He was to deliver them at Natchitoches on a year's credit, and to receive in payment deer skins of good quality at thirty-five sous apiece, bear's fat at twenty-five sous a pot, and buffalo hides, good and marketable, at ten livres each. Piseros purchased the goods in New Orleans, and on their arrival at Natchitoches, they were divided among the licensed traders who had been appointed to distribute them.[26]

In the fall of 1770, De Mèzières went to the village of the Cadodacho,[27] on the Red River, to undertake the task of winning the friendship of the nations of the north. On his journey from Natchitoches he passed through the villages of the Adai, Yatasi, and Petit Cado. The Caciques and principal men of these villages, gladly accompanied him to the Cadodacho village. De Mézières met at the appointed place the chiefs of the Taovayas, Tawakoni, Yscanis, and Kichai tribes who were hostile to the Spanish and made peace with them. De Mézières said, "I am indebted to the Cacique Tinhiouen and that of the Yatasi, called Cocay, both decorated with his majesty's medals, and alike devoted to our nation, for seconding my discourse with forceful arguments."[28]

In 1779 the first chief of the Cadodacho decided to visit New Orleans. De Mézières informed Governor Bernardo de Galvez of the chief's intention of visiting him. He said:

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[25] Agreement made with the Indian nations in Assembly, April 21, 1770, in Bolton, *De Mézières*, I, 157-158.

[26] Contract of Juan Piseros with De Mézières, Natchitoches, February 3, 1770, in Bolton, *De Mézières*, I, 143-146. The traders selected were men of proved conduct, and men of wealth. Thus if they departed from their instructions they were able to pay in goods as well as personal punishment.

[27] The village of San Luiz de Cadodachos was one hundred leagues from the fort of Natchitoches and eighty from the Arkansas post. With respect to neighboring foreigners this location was considered the master-key of New Spain.—Bolton, *De Mézières*, I, Doc., 69, p. 208.

[28] Report by De Mézières of the Expedition to Cadodachos, October 29, 1770, Bolton, *De Mézières*, I, 207-208, 211. The Taovayas, Tawakoni, Yscanis, and Kichai tribes belonged to the Wichita confederacy.—*Ibid.*, I, 211.

> The first chief of the Cadauz-dakioux, who has never gone down to that capital, has decided to make this long journey, attracted by your reputation and moved by the strongest desire to see you and know you. This Indian (of whom I have had the honor of reporting to you) is friendly, and is very commendable both because of an inviolable fidelity to us as well as by reason of a courage which never fails. It is to him principally that we owe in this district a constant barrier against the incursions of the Osages; moreover, it is to the love and respect which the villages of the surrounding district show him that we owe the fact that they generally entertain the same sentiments for us . . . As the Cadaudakious nation is very much enfeebled by the continual war of the Osages, and since the last epidemic has still more diminished its numbers, it has created a faction amongst them who desire to abandon the great village. This would leave the interior of the country exposed to incursions of foreigners and its Indian enemies, a design so fatal that it will not succeed if Monsieur the Governor uses his prodigious influence to frustrate it. . . . The medal chief being accompanied by all the principal men of the nation . . . it will be well for your Lordship to treat them kindly, and to recommend them to love both our nation and their chief. . . . Since many hunters of the Arkansas River are introducing themselves among the Cadaudakioux, to the prejudice of their creditors; I pray your Lordship to remedy this abuse by intimating to the medal chief not to receive them in the future, and even to force them to appear in this post, because this sort of hunters, seeking only to flatter the Indians, very often give them very bad impressions. . . . Your Lordship will make known how interested you are in maintaining peace among the Caddodoukioux, the Arkanas, and other allies.[29]

On June 1, 1779, Galvez replied to De Mezieres' letter as follows:

> The head chief of the Cados nation who came to this capitol to visit me, I received with all the affection and kindness merited by the fidelity, love, and other qualities which you indicate, I keeping in mind in the conversation which I had with him, everything which you suggested to me; and after remaining here some days he returned to his country with a present of considerable importance which I gave him, and decorated with the large medal.[30]

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[29] De Mézières to Galvez, May 1779, Bolton, *De Mézières*, II, 248-251.

[30] Galvez to De Mézières, June 1, 1779, in Bolton, *De Mézières*, II, 253. The Medals given to chiefs for distinguished services were made of silver weighing about an ounce. On one side was the royal portrait with these words: "Carlos, III, King of Spain and emperor of the Indies." On the other, and between laurels: "for merit".—Bolton, *De Mézières*, I, 211.

The Caddo tribes were satisfied with the new Spanish Indian policy as advocated and put into operation by De Mézières. They were loyal to the Spanish government, and served faithfully to maintain peace at all times. The Spanish had won their support by making money and presents the basis of all negotiations with them.

CHAPTER III

THE CADDO IN LOUISIANA, 1803-1835

In 1803 the Caddo Indians after having been under the jurisdiction of the French and Spanish for nearly a century passed under the yoke of American domination. The French, who were the first whites to come in contact with the Caddo, had controlled them from the first quarter of the eighteenth century until Spain actually took possession of Louisiana in 1768. The Spanish exercised control over them until the Louisiana Purchase in 1803. At the time of this transaction the Caddoes were living in the same territory that they had inhabited when first met by the white man. The different tribes of the confederacy had wandered up and down Red River at different periods, and finally during the first quarter of the nineteenth century consolidated in the Sodo Creek region in the present state of Louisiana.

I.

Migration of the Cadodacho and Amalgamation of the Tribes

During the last quarter of the eighteenth century the Cadodacho abandoned their villages in the prairies along the great bend in Red River, descended the river, and settled about thirty-five miles west of the main branch of Red River, on a bayou, called by them, Sodo. The new settlement was about one hundred and twenty miles by land in nearly a northwest direction from Natchitoches.[1] They were driven from their old homes by the Osages

[1] *American State Papers, Indian Affairs*, I, 721. This new location was near the present city of Shreveport. The Petit Caddo lived in the Sodo Creek region, near Caddo Lake to the south of Red River.

who were constantly making excursions into their territory, killing their warriors, and stealing their horses.[3]

The land on which they now lived was a prairie of a white clay soil. The country around them was hilly, covered with a growth of oak, hickory, and pine trees, interspersed with prairies of a rich soil, very suitable for cultivation. They raised corn, beans, and pumpkins, as they had done in their old villages.[4]

By the beginning of the nineteenth century the importance of the Cadodacho as a distinct tribe was at an end; the people became merged with the other tribes of the confederacy and shared their misfortune.[5] In 1776 De Mézières recommended that presents no longer be given to the Natchitoches and Yatasi tribes, since they had disbanded and scattered among other bands.[6] In 1805 the Natchitoches numbered fifty. Shortly afterwards, they ceased to exist as a distinct tribe, having been completely amalgamated with the other tribes of the Caddo Confederacy. The Yatasi tribe was practically destroyed by the wars and new diseases of the eighteenth century. These had such an effect on the Yatasi that by 1805, according to Sibley, they had been reduced to eight men and twenty women and children. They, too, merged with the other members of the Caddo Confederacy. All of the Adai, Natsoos, and Nasonnites disappeared as distinct tribes by the close of the eighteenth century. The Adai were absorbed by the Caddo, and it is thought the Natsoos, and Nasonnites were also merged with their kindred.[7] By the close of the eighteenth century with the exception of a few scattered bands, the Caddo villages in the vicinity of the present Caddo Parish, Louisiana, represented the remnants of the old Caddo Confederacy. Tribal wars and diseases had spread havoc among them, and they, who were once a thrifty and numerous people had become demoralized and were more or less wanderers in their native land.[7]

The peaceful Caddoes who had lived under the French and Spanish regimes soon learned that they were subjects of a new

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[3] O'Pry, *Chronicles of Shreveport*, 54. Bolton, *De Méziéres*, II, 131. The Osage Indians lived on Arkansas River and were traditional enemies of the Caddoan confederacies.—Bolton, *De Mézières*, I, 167.

[4] *American State Papers, Indian Affairs*, I, 721.

[5] Fletcher, in Hodge, *Handbook*, I, 639.

[6] Bolton, *De Mézières*, II, 120.

[7] Hodge, *Handbook*, I, 13, 23, 35, 37, 50, 993. *American State Papers, Indian Affairs*, I, 722, 724.

[7] Fletcher, in Hodge, *Handbook*, I, 180.

master. Before the Americans took possession of Louisiana, Sibley reported the Caddoes as anxiously inquiring about their coming, for their presence meant higher prices for furs.[8]

II.

Caddo Relations with the United States

On February 4, 1804, Edward Turner was given a commission as civil commandant of the District of Natchitoches. He was placed in full charge of the post by Governor William C. C. Claiborne. In the letter informing him of his appointment, Claiborne said, "On the waters of the Red River there reside two small nations of Indians the Paunies (Panis) and Caddoes, who trade at the post of Natchitoches. You will receive these people with friendly attention and have a regard to their interest. No person is to be permitted to trade with them, who has not been heretofore licensed under the Spanish Authority, and the period for which such license was granted has not expired, or who shall not produce a license in writing from myself."[9]

A few months after Captain Turner took charge of the post, he wrote Governor Claiborne that he had received a visit from the Caddo Indians, who had said that the Spaniards gave them a present each year, and they wished the same from the Americans.[10] Turner further stated that he gave them a few presents that satisfied them temporarily, and promised to let the chief know later what he could expect in the way of presents. Turner also suggested that it would not be a wise policy to let the Indians become dissatisfied, for the Spaniards were exerting every means to induce them to be unfriendly.[11] On November 3, Claiborne advised Turner to do everything in his power to gain the good will of the Caddoes and keep them friendly with the United States. He advised him to furnish rations to the honest, well disposed Indians that visited the post, but stated that he had not been authorized to make presents to them generally. He instructed Turner to give

[8] Isaac Joslin Cox, *The Early Exploration of Louisiana*, 75. Dr. John Sibley, of North Carolina, migrated to Louisiana early in 1803, and while the country was still a Spanish possession, made a personal investigation of the Red River as far as the vicinity of Natchitoches, for the purpose of selecting a suitable spot to locate as a ranchman.—*Ibid.*, 14.

[9] Claiborne to Turner, February 25, 1804, in Rowland (ed), *Official Letter Books* of W. C. C. Claiborne, I, 386.

[10] Cox, *Early Explorations of Louisiana*, 75.

[11] Turner to Claiborne, October 13, 1804, Rowland, *Letter Books*, II, 385.

presents to the Caddo chief and his principal men, but these presents were not to exceed two hundred dollars in value.[12]

While the Caddo Indians were under Spanish control they had been given presents annually from the post at Natchitoches, and they expected the American government to continue this system. Inasmuch as the United States government was making a bid for the control of the Caddo who were again living within contested territory, it was imperative that it continue the Spanish policy of giving presents.

In 1803 Turner recommended the immediate establishment of American factories at Natchitoches to attract the Indians from the Spaniards. Turner and Sibley informed Claiborne of the privilege enjoyed by Murphy and Davenport in trading with the Spanish Indians. As this trade included the privilege of supplying them with ammunition, the Americans, in case of difficulty with the Spaniards, might feel its evil effects. Accordingly they thought that if the trade could be turned into the proper channel, and be supplied from a post on Red River the Indians might become loyal friends of the Americans.[13]

In 1804 Sibley was asked by Secretary of War Henry Dearborn to act occasionally as agent for the United States in holding conferences with the various Indians of his vicinity. He was to keep them friendly towards the American government by the distribution of some three thousand dollars worth of merchandise. On May 23, 1805, Secretary Dearborn instructed Sibley to use all means, at all times, to conciliate the Indians, and especially those natives that might, in case of a rupture with Spain, be useful, or mischievous to the government. He said "they may be assured that . . . (they) will be treated with undeviating friendship as long as they shall conduct themselves fairly and with good faith towards the government and the citizens of the United States."[14]

As Indian agent, Sibley was very active, holding numerous conferences with the Indians of his territory, and counter acting

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[12] Claiborne to Turner, November 3, 1804, Rowland, *Letter Books*, II, 390.

[13] Cox, *Early Explorations of Louisiana*, 75-76.

[14] Cox, *Early Explorations of Louisiana*, 77-78. Sibley was first employed as a contract surgeon to care for the troops stationed at Natchitoches. In 1805 he was commissioned as Indian agent for Orleans territory and the region south of the Arkansas. He held this position until 1815.—G. P. Whittington, in *Louisiana Historical Quarterly*, X, 471.

the efforts of the Nacogdoches traders to move the Caddo and other friendly Indians into Spanish territory.[15]

In 1805 Governor Claiborne informed Thomas Jefferson that, in his opinion, the Indians west of the Mississippi would give them very little trouble. He said that the Caddo nation had a decided influence over most of the tribes in lower Louisiana, and they would be easily managed. He stated also that their disposition toward the United States was already friendly, and with the proper treatment, he was persuaded their friendship could be preserved.[16] Sibley in a report to President Jefferson in 1805 said, "The whole number of what they call Warriors of the Ancient Caddo, is now reduced to about one hundred, who are looked upon somewhat like Knights of Malta, or some distinguished military order. They are brave, despise danger or death, and boast that they have never shed white men's blood."[17] The Caddo Indians were so brave, peaceful, diplomatic, and influential that it is not surprising the Spanish officials refused to admit that they lived on American soil or to give them up without a controversy. On one side of the border Sibley was working faithfully to keep the Caddoes friendly, while on the other side Captain-General Salcedo was issuing instructions to prevent the removal of Indians from Texas into Louisiana, and by every means possible to keep them faithful to Spanish allegiance. In 1805 from each group of frontier officials, came accusations against the unfair dealings of the other in dealing with the Indians in the disputed territory.[18]

The Spanish officials disliked the fact that the Caddoes rendered assistance to the Freeman-Custis expedition in exploring Red River. They also disliked the fact that the Caddoes, instead of displaying the Spanish flag in their villages, had replaced it with an American flag given them by members of the Freeman-Custis party. The Spanish force sent to stop the Freeman-Custis exploring party entered the Caddo village, cut down the American flag, insulted their chief, and threatened to kill the Americans if they resisted their attempt to stop them. In consequence, Claiborne immediately communicated with Simon de Herrera, commander of the Spanish troops east of the Sabine River, saying,

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[15] Whittington, in *Louisiana Historical Quarterly*, X, 470.

[16] Claiborne to Jefferson, July 14, 1805, Rowland, *Letter Books*, III, 125.

[17] *American State Papers, Indian Affairs*, I, 721. The number of warriors given represents only those belonging to the Cadodacho tribes.

[18] Cox, "The Exploration of the Louisiana Frontier, 1803-1806," in *Annual Report of the American Historical Association*, 1904, pp. 165-166.

On my arrival at this port, (Natchitoches), I learned with certainty that a considerable Spanish force had crossed the Sabine, and advanced within the territory claimed by the United States. It was hoped, Sir, that pending the negotiations between our respective Governments for an amicable adjustment of the Limits of Louisiana, that no additional settlement would be formed, or new Military Positions assumed be (by) either Power, within the disputed territory; a Policy which a conciliatory disposition would have suggested and Justice sanctioned; but since a contrary conduct has been observed on the part of certain officers of his Catholic Majesty, they alone will be answerable for the consequences which may ensue.

The above proceeding, Sir, is not the only evidence of an unfriendly disposition which certain officers of Spain have afforded. I have to complain of the Outrage lately committed by a Detachment of Spanish Troops, acting under your Instructions, towards Mr. Freeman and his party, who were ascending the Red River under the Orders of the President of the United States. . . . Mr. Freeman and his party were assailed by a Battalion of Spanish Troops, and commanded to return. . . .

This Detachment of Spanish Troops . . . (committed) another outrage, towards the United States, of which it is my duty to ask an explanation. In the Caddo Nation of Indians, the Flag of the United States was displayed and commanded from the chief (and) warriors all the respectful venerations, to which it is entitled. But your troops are stated to have cut down the Staff on which the Pavilion waved; and to have menaced the Peace and safety of the Caddo's should they continue their respect for the American Government, or their friendly Intercourse with Citizens of the United States.

I experience the more difficulty, in accounting for this transaction, since it cannot be unknown to your Excellency that while Louisiana appertained to France, that the Caddo Indians were under the protection of the French Government, and that a French Garrison was actually established in one of their villages: hence it follows, Sir, that the cession of Louisiana to the United States, with the same extent which it had when France possessed it, is sufficient authority for the display of the American Flag in the Caddo village, and that the disrespect which that Flag has recently experienced, subjects your Excellency to a serious responsibility.[19]

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[19] Claiborne to Herrera, August 26, 1806, in Rowland, *Letter Books*, III, 383-384.

On August 28 Herrera replied to Claiborne's letter in part as follows: "I think as your Excellency does that all the country which his Catholic Majesty has ceded to France belongs to the United States, but the Caddo's nation is not upon it and on the contrary the place which they inhabit is very far from it and belongs to Spain. . . ."[20] Herrera further stated that he informed the Caddoes that if they wished to continue to live under the domination of the United States, they would have to pass into their territory, but if they wanted to remain where they were, they would have to take down the American colors.[21] On August 31, Claiborne replied to Herrera's letter, as follows: "You have not denied, Sir, that the French when in possession of Louisiana, had established a garrison on the Red River, far beyond the place where Mr. Freeman and his associates were arrested on their voyage, or that the Caddo Indians were formerly considered as under the protection of the French Government. The silence of your Excellency on these points, proceeds probably from a knowledge on your part of the correctness of my statements."[22] It appears that this letter ended the official correspondence between Claiborne and the Spanish relative to the control of the Caddo Indians. It also appears that the American agents were making progress in their bid for the control of the Caddoes. The Americans were now put to the task of holding the advantages they had already gained.

Governor Claiborne had invited the chief of the Caddo nation to meet him in Natchitoches. On September 5, 1806, the grand chief of the Caddoes, accompanied by twelve or fifteen of his warriors, arrived at Natchitoches, and on the following day Governor Claiborne, in the presence of the officers of the army, and many respectable citizens, gave an address to the chief of the Caddo Nation. In this address he said:

> That great and Good Man, the president of the United States esteems you and your people. Like the rising sun that gives light and comfort to the world, expands the cares of the American chief, and his desire is to promote the happiness of all mankind. He is particularly solicitous to better the condition of his red children; he wishes them to

[20] Herrera to Claiborne, August 28, 1806, Rowland, *Letter Books*, III, 392.
[21] *Ibid.*
[22] Claiborne to Herrera, August 31, 1806, Rowland, *Letter Books*, III, 394.

> know war no more; to live in peace with their neighbors; to pursue the deer in safety; to cultivate their little fields of corn without fear, and that no enemy should disturb their sleep at night. . . .
>
> Brother! Let your people continue to hold the Americans by the hand with sincerity and Friendship, and the chain of peace will be bright and strong, our children will smoke together, and the path will never be colored with blood. . . .
>
> The talk (at this time) is not straight between the United States and Spain; but I hope no mischief will ensue, for a council fire is now burning, and the beloved men of the two nations are endeavoring to settle the dispute. But if it should so happen that the Americans must bid their Swords to leap from the scabbard, we wish not your tomahawks to rise. When white people enter into disputes, let the red men keep quiet, and join neither side.[23]

Claiborne further told the chief that the Americans and Spaniards were disputing over the boundary line, and that the Americans purchased the country from the French and claimed all the land which the French formerly possessed. He requested the chief to tell what he had heard to the traveler and to the hunter.[24]

After the ceremonies of smoking the pipe were solemnized, the chief returned the following answer:

> I am highly gratified at meeting today with your Excellency and so respectable a number of American officers, and shall forever remember the words you have spoken.
>
> I have heard, before, the words of the President, though not from his own mouth:—his words are always the same; but what I have this day heard will cause me to sleep more in peace.
>
> Your words resemble the words my forefathers have told me they used to receive from the French in ancient times. My ancestors from chief to chief were always well pleased with the French; they were well received and well treated by them, when they met to hold talks together, and we can now say the same of you, our new friends.
>
> If your nation has purchased what the French formerly possessed, you have purchased the country that we occupy, and we regard you in the same light as we did them. . . .[25]

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[23] Claiborne's Address to the Caddo Chief, September 5, 1806, Rowland, *Letter Books*, IV, 2-3.

[24] *Ibid.*, IV, 4.

[25] Caddo chief's reply to Claiborne's address, September 5, 1806, Rowland, *Letter Books*, IV, 4.

This speech from the grand chief of the Caddo nation assured Claiborne that the United States could rely on the Caddoes being friendly and loyal subjects.

The Caddo chief acted as ambassador for Sibley to the other Indian tribes of east Texas and north Louisiana by inviting and conducting a delegation composed of the head men of seven different nations to a council meeting at Natchitoches. After the delegation had been seated in the great council room, and the calumet and council fire had been lighted, Sibley delivered a talk, and in the course of this talk he said:

> By the treaty with France and Spain we have become your neighbors, and all the great country called Louisiana as formerly claimed by France belongs to us; the President of the United States is your friend and will be as long as you are friendly to him; we should live together in peace; the boundaries between our country and Spain are not yet fixed, but you may rest assured whether your lands fall within our boundaries or not, it will always be our wish to be at peace and friendship with you; we are not at war with Spain, and do not ask you to be unfriendly to Spain; I caution you against opening your ears to bad talks of any people who wish to make us enemies, but remember that we have not come to this country to do harm to any of our Red brothers, but to help them; it is the wish of your great and good father, the President of the United States, that you should live together in peace.[36]

Sibley gave presents to the different delegations, and extended them an invitation to trade at Natchitoches, promising to exchange articles of merchandise for horses, mules, robes, and silver ore.[37]

During the War of 1812 between the United States and Great Britain the allegiance of the Caddoes to the United States was tested. The Creeks who had attacked the Americans sent war talks to the Caddoes and other tribes along the Louisiana-Texas frontier endeavoring to stir up an insurrection. Claiborne, realizing the gravity of the situation, visited Natchitoches and delivered a war talk to the Caddoes saying that seven years ago they had held a conference at Natchitoches and had mutually agreed to keep the path between their two nations white, and he hoped that they

[36] Annie H. Abel, "A report from Natchitoches in 1807," in *Indian Notes and Monographs*, Heye Foundation, XXV, 55-60.
[37] *Ibid.*

and the chiefs who followed would endeavor to keep the chain of friendship bright and so strengthen it that their children would live together as neighbors and friends. He further told them that Doctor Sibley was agent for the president and whatever he said they should receive as the president's own words. He reminded them also that seven years ago they had told him they had but one enemy, the Osages, and he was sorry to learn that they were still at war with them. He further said, "In the vast hunting grounds where the great Spirit has placed a sufficiency of Buffalo, Bear and Deer for all the red men, the Osages, I hear have already robbed the hunters of all the nations, and their chiefs wage war to acquire more skins." The English, whom he said were like the Osages, were taking many Americans who were peacefully navigating the seas, and compelling them to serve on board of war canoes and fight against their friends and countrymen. Claiborne further told them that the English were unwilling to fight the Americans man to man but had appealed to the red people for assistance by telling them lies and making unfair promises which they would not and could not fulfill. He warned them that the English would be unable to shield the Creeks whom they had already incited to acts of hostility against the Americans. In conclusion he said:

> I hear the Creeks have sent runners with war talks, to the Conchattas and other tribes, your neighbors, but I hope all these people will look up to you, as an elder brother, and hold fast your good advice. When your father was a chief, the paths from your Towns to Natchitoches was clean, and if an Indian struck the people of Natchitoches—It was the same as to strike him. To a chief, a man and warrior, nothing could be more acceptable than a sword. . . . I have therefore directed, that a sword be purchased at New Orleans, and forwarded to Doctor Sibley, who will present it to you (Caddo Chief) in my name.[28]

Although war talks had been sent to the Caddoes by the Creeks, their friendship and loyalty could not be shaken in their determination to remain at peace with the United States.[29]

It appears that Claiborne not only suspected the English of meddling with the border Indians, but also anticipated trouble again from the Spanish. On October 21, 1814, he wrote John Per-

[28] A talk from William C. C. Claiborne to the great chief of the Caddo Nation, October 18, 1813, in Rowland, *Letter Books*, VI, 275-279.
[29] Claiborne to Armstrong, October 25, 1813, in Rowland *Letter Books*, VI, 278.

kins, that, according to information ascertained at Natchitoches, the Spanish authorities of the province of Texas had made peace with several of the Indian tribes, lately their enemies, and were again likely to acquire an influence in their councils;[30] also, it was reported that eight hundred Spanish regulars were advancing toward Nacogdoches, and no doubt would attempt to occupy the post at Bayou Pierre. He further added, that in case of an invasion of Louisiana, the Caddo and other Indian friends would be needed and. . . . "I pray you to keep them prepared for a prompt cooperation."[31] In a letter to Andrew Jackson, who was at this time commander of the American forces at New Orleans, Claiborne said, "The chief of the Caddoes, is a man of great merit, he is brave, sensible and prudent.—But I advise, that you address a talk immediately to the chief, he is the most influential Indian on this side of the River Grande, and his friendship sir, will give much security to the western frontier of Louisiana."[32]

The Caddoes and other friendly tribes had already informed Sibley that they were willing to take up arms in defense of their American brothers and had been ordered by General Jackson to assemble at Natchitoches. Thomas Gale, late judge advocate of the seventh military district, succeeded Sibley as Indian agent, and, being a military man, was appointed commander of the Caddoes, and other Indians assembled at Natchitoches.[33] From further information it was learned that the Caddoes and other friendly Indians were held in readiness at Natchitoches to be used against the English, if needed, or to help maintain peace along the Spanish border.

In 1816 John Jamison was appointed Indian agent at Natchitoches and was informed by Claiborne that "the policy of the government has been to keep the Indians at their homes, to guard against those impositions to which they were exposed by an indiscriminate trade and intercourse with the whites, to introduce among them, husbandry and the art of civilization, finally by supplying all their wants to impress them with grateful and friendly sentiments."[34] After this policy was stated, Jamison was further in-

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[30] In the revolution of 1813 in Texas, a nation of Indians, called the Lapans, or Cances were driven to the Louisiana frontier, because they took a stand against the Royalists—Claiborne to Macarty, October 16, 1813, *Ibid.*, VI, 274.

[31] Claiborne to John Perkins, October 21, 1814, Rowland, *Letter Books*, VI, 283.

[32] Claiborne to Jackson, October 28, 1814, Rowland, *Letter Books*, VI, 293-294.

[33] Claiborne to Macarty, October 16, 1813, Rowland, *Letter Books*, VI, 274. Claiborne to James Monroe, December 20, 1814, *Ibid.*, VI, 328.

[34] Claiborne to Jamison, May 18, 1816, Rowland, *Letter Books*, VI, 401.

structed to enforce strictly the act of Congress regulating trade and intercourse with the Indian tribes; to permit no traders to reside among the Indians, but such as had been licensed according to law; to impress upon the minds of the Indians the benefit derived by exclusively trading with the factory; to discourage and try to prevent the Indians from exchanging their peltry with the whites for ardent spirits; to prosecute those who should wilfully sell ardent spirits to the Indians; to encourage the tribe to live in peace with all nations; to protect and treat with kindness not only their own Indians but individuals of other tribes who lived outside the bounds of the United States that might visit the agency; to endeavor to ascertain the policy observed by the Spanish authorities towards the Indians residing on Red River.[35] It appears that the continued success of the federal Indian policy among the tribes along the Red River depended on the enforcement of these regulations, for if the unlicensed traders were allowed to carry on commerce without restrictions the natives would soon be looking to them for advice instead of looking to the Indian agents.

In as much as the war Department expected the Indian Agents to enforce the trade and intercourse laws,[36] and inasmuch as it expected the factories[37] to supply the goods necessary to keep the Indians friendly and satisfied, it became necessary to establish agencies nearer the Caddo villages. With this in mind, George Grey, who had been appointed agent in 1819, established an agency in 1821 at Sulphur Fork, Red River, in the vicinity of Long prairie. In 1825 the agency was moved to Caddo prairie and remained there about six years when, on account of overflows caused by the great raft in Red River, it was removed below Lodo Lake (Sodo Lake) near the Caddo villages, only a short distance west of the present city of Shreveport. The agency remained at this place until the Caddo Treaty in 1835 after which it was no longer needed and was abolished.[38]

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[35] Claiborne to Jamison, Rowland, *Letter Books*, VI, 402.

[36] From the outset acts were passed to regulate trade and intercourse among the Indian tribes. Among the acts were those of 1790, 1793, 1796, 1799, 1802, 1816, and 1834. These acts in general required licenses of traders, imposed fines for illegal hunting on the lands of the Indians, forbade foreigners from securing licenses, and prevented the sale of liquor to the Indians.—Henry Ford White, *The Economic and Social Development of Arkansas prior to 1836*, MS., Dissertation, University of Texas, 89.

[37] By the term, "factories", is meant an agency for supplying goods to the Indians at cost.

[38] Extract of a letter from Grey, to Calhoun, June 16, 1831, in *House Reports*, 27 Cong., 2 Sess., Doc. 1035, p. 106. The Caddo Indian agents were John Sibley 1805-1815, Thomas Gales 1815, John Jamison 1816-1818, George Grey 1819-1828, Thomas Griffith 1828-1830, Jehiel Brooks 1830-1835.—Collected from materials studied.

Soon after George Grey became agent he was informed by the Secretary of War that the law of intercourse should be rigidly enforced against all white persons trespassing upon the Indians' lands. Those hunting were liable to prosecutions, fines, and imprisonment, and could be removed by military force. The agent had the authority to get soldiers to aid in the execution of his duty from the nearest military post.[39] Although rigid enforcement of the intercourse laws was required, and the use of military force was suggested, it seemed almost impossible to stop the liquor traffic. The character of the illegal traders was portrayed in a communication from Brooks to Judge E. Herring, commissioner of Indian affairs, in which Brooks said:

> There are hovering all around the Indian borders, smuggling dealers, watching, with a packhorse laden with two skins filled with whiskey and a few worthless toys besides, for an opportunity to wheedle the Indian out of every thing acquired by the chase. He is here today and there tomorrow, as necessity, fear, or interest may suggest. They are an irresponsible and almost intangible race of beings, generally without homes or country; cunning in all the little intrigues and arts of their vocation, well acquainted with the prohibition of the laws of Indian intercourse; and skillful in evading the rules of evidence which bring them into action. Some of the Indians deprecate this traffic while others become the willing recipients, and are often employed to help disseminate the spirits in smaller quantities.[40]

The Indians were usually friendly to the traders. The relations of the traders to the Indians were different from those of their rivals, the American backwoodsmen. The traders wanted to acquire wealth by trapping and trading and did not want the land, but only wanted a free pass through it. The purpose of the American frontiersmen was settlement, permanent occupation, and the dispossession of the natives. Naturally the Indians welcomed the one party as a friend and saw in the other an enemy.[41]

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[39] Extract from a letter, Secretary of War to Grey, November 27, 1820, *House Reports*, 27 Cong, 2 Sess., Doc. 1035, p. 115.

[40] Brooks to Herring, November 25, 1833, *House Reports*, 27 Cong., 2 Sess., Doc. 1035, pp. 112-113.

[41] Annie Heloise Abel, "The History of Events Resulting in Indian Consolidation West of the Mississippi," *Annual Report of the American Historical Association*, 1906, I, 265.

CHAPTER IV.

THE TREATY OF 1835 WITH THE UNITED STATES

I.

The Caddo Decide to Sell Their Land

At the beginning of the second quarter of the nineteenth century the Caddoes informed Brooks, their agent, that they were willing to sell their lands.[1] Why they decided to dispose of the territory that had been inhabited by their ancestors from their earliest time is of immediate concern. At least three factors had a direct influence on their decision. First, the white settlers were moving down Red River valley from the Arkansas territory settling on the Caddo lands regardless of the federal laws prohibiting such action. In 1823 George Grey was ordered by the war department to remove all settlers from the Caddo lands.[2] In 1825 Grey wrote the war department as follows: "I enclose you a list of the names of persons that were ordered off the Caddow lands, by order of the former Secretary of War, who have since laid in claims for donations on the Caddow lands. I mention this that our Government may be apprized of their improper claims to the Caddow lands." The names of persons claiming donations under the donation act of Congress on the Caddo lands were Leonard Dyson, Samuel Norris, B. Paira, Henry Stockman, Peter Stockman, Philip Frederich, Moses Robertson, James Faris, Caesar Wallace, John Armstrong, Old Lay, James Wallace, James Coats, Charles Myers, and Manuel Treshall.[3] The whites continued to settle in the Caddo prairies, regardless of government and Indian titles, and when removed from the land became hostile towards the agent commanded to perform the act.[4] In a letter from Brooks to the Commissioner of Indian affairs, he said:

> I am informed that persons are engaged at Natchitoches taking the depositions of every old resident from this quarter, to prove that the Caddo nation have no right to the country they occupy, two of these settlers who have thus de-

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[1] *House Reports*, 27 Cong., 2 Sess., Doc. 1035, p. 99.
[2] *Ibid.*, p. 107.
[3] *House Reports*, 19 Cong., 1 Sess., Doc. 33, pp. 5-6.
[4] Brooks to Herring, July 1, 1834, in *House Reports*, 27 Cong., 2 Sess., Doc. 1035, pp. 113-114.

posed, hold settlement rights themselves that would be good under the laws, provided, the government decide that the nation has no claim.

This matter is already exciting unfriendly feeling among the Caddoes, who are instigated, by some of the parties concerned, to lay the blame entirely on me.

Thus, between the Indians on the one hand, and the evil minded whites on the other, I consider my present situation quite embarrassing.[6]

Not only were settlers from the United States moving into the Caddo region, but individuals from Texas seemed determined to divide the country among themselves in the face of repeated warnings from the officials in charge. Brooks as agent attempted to discharge his duties faithfully, but was looked upon by these frontiersmen as an enemy to the settlement and improvement of the region. When Brooks informed the Caddoes of the various claims set up by white men to portions of their lands, where located, and of the attempts made to settle thereon, they unconditionally objected, and requested that their objections be communicated to the government.[6]

Another factor that influenced the Caddoes to sell their lands, was the government policy of settling in the territory claimed by the small bands of Indians driven from other sections by the westward expansion of the whites. At first the Caddoes permitted small bands such as the Coshattos, Delawares, Cherokees, and Alabamas, who had migrated from east of the Mississippi to settle in their territory, hoping to use them as allies against their common enemy, the Osages.[7] As early as 1763, and perhaps earlier, some of the Choctaw left their homes in Mississippi and Georgia, and migrated west of the Mississippi where they evidently encroached upon the Caddo, for in 1780 some of them were at war with that nation. About 1809 a Choctaw village was known to exist on Bayou Chicot and by 1820 another existed near Pecan Point,[8] both villages being located in the Caddo Country. In 1805 Sibley said, "The Caddoques (Caddo) complain of the Choctaws encroaching upon their country; call them lazy, thievish, etc. There

[6] Brooks to Herring, April 9, 1833, in *House Reports*, 27 Cong., 2 Sess., Doc. 1035, p. 110.

[6] *Ibid.*, pp. 111-114.

[7] Morse, *A Report of the Secretary of War on Indian Affairs*, 257. *House Reports*, 27 Cong., 2 Sess., Doc. 1035, p. 106.

[8] Marshall, *The Western Boundary of the Louisiana Purchase, 1819-1841*, p. 132.

has been a misunderstanding between them for several years, and small hunting parties kill one another when they meet.'" The Caddoes did not seem to object to small bands from different nations settling in their country if they were well behaved and served as allies.

On January 19, 1825, the Quapaw tribe made a treaty with the United States giving up all their lands in Arkansas and agreeing to move to the Caddo territory. Article four of the treaty reads as follows, "The Quapaw tribe of Indians will hereafter be concentrated and confined to the district of country inhabited by the Caddo Indians, and form a part of said tribe. The said nation of Indians are to commence removing to the district allotted them before the twentieth day of January, eighteen hundred and twenty-six."[10] A short time after this agreement the Quapaw chiefs visited the Caddoes and with the consent of the Caddo chief selected a location on which to settle, about half a mile from the Red River agency on Treache Bayou.[11] To facilitate removal the United States agreed to furnish them corn, meal, meat, and salt for six months. By March, 1826, the Quapaws began moving to Louisiana under the direction of Antoine Barraque. As soon as they reached the Red River country they suffered reverses. The Caddoes refused to amalgamate with them and had given them a poor location near the Red River raft.[12] They were nearly drowned by successive floods, and most of them wandered back to their old haunts in a starving condition. They were temporarily taken care of, but by a final treaty in 1833 the last foot of ground they owned among the Caddoes was given up and they agreed to move to the Indian Territory.[13] The Quapaws lived nearest the whites in the Arkansas territory and were removed from their lands because their presence was a bar to the white men's going there. Immediately after their removal, their country was thrown open to settlement and when they returned to Arkansas they were considered as intruders.[14]

George Gray advocated the settling of all the small bands in Louisiana on the Caddo lands for this would place them away

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[9] *American State Papers, Indian Affairs*, I, 721.
[10] *Ibid.*, II, 530.
[11] *Ibid.*, II, 706.
[12] White, *The Economic and Social Development of Arkansas Prior to 1836*, 59-60.
[13] Myra McAlmont Vaughn, "Habitat of the Quapaw Indians", in Arkansas Historical Association *Publications*, II, 529-530.
[14] White, *The Economic and Social Development of Arkansas, Prior to 1836*, p. 59.

from the influences of the white settlers. He talked with the Caddo chief relative to the proposition and found that he voiced no objections to their settling on his lands, as it was the wish of the government. The chief said that he had never sold any land to the government, but had permitted the Quapaws and other Indians that had sold their lands to reside among his people, and he thought the government should give him a small annuity, for which he would be thankful. Grey stated that in his opinion a small annuity to the old chief would have a good effect, as his influence among the small bands of Indians both in Louisiana and in the Spanish provinces was great. On November 16, 1825, McKenny, commissioner of Indian affairs, instructed Grey to defer assembling the small bands of Indians in Louisiana, as he had proposed, in order to secure their assent to a removal upon Caddo lands, but if they accepted the invitation extended to them by the Caddo chief to receive them as a part of the charge of his agency. The secretary also authorized Grey to give the Caddo chief an annuity of fifty dollars, and to tell him that it was as a token of the good will of his greatfather, the president of the United States, as a small return for his kind feelings towards the Quapaw, in giving them a home upon his lands, and for the offer he had made the bands now in Louisiana to come and join them.[15] This idea of consolidating the small tribes was carried out, for in 1829 practically all of the small bands in Louisiana were living in the country claimed by the Caddo between Red River and the Mexican border. The Caddo still exercised considerable influence over the tribes near them.[16] These small bands of Indians, together with thousands of individuals of different and discordant tribes that the federal government had settled on the Red and Arkansas rivers, soon exhausted the game supply within the Caddo territory, so by 1835 the Caddoes wanted to retire from their old homes, because it was almost impossible to procure enough food from the chase to maintain their existence.[17]

A third factor that influenced the Caddoes to dispose of their lands was the insistence on the part of the Spanish, that they move to Texas. Pierre Rublo and Joseph Valentin, farmers and inhabitants of Natchitoches parish, reported that in 1821 the Gover-

[15] *American State Papers, Indian Affairs*, II, 706-707.
[16] Henry A. Schoolcraft, *Indian Tribes*, III, 596.
[17] *House Reports*, 27 Cong., 2 Sess., Doc. 1035, p. 33.

nor of Monterey sent a messenger express to the Caddo tribe, inviting them to move to that country, and offered liberal pay to any whites that would conduct them into Texas. In August, 1821, according to Rublo and Valentin they accompanied a deputation of eighty-three Caddoes to Monterey. During a conference with them the governor learned that they were willing to migrate into Texas, and desired a tract of land on which to settle, and, according to Rublo, made them an assignment on the Guadalupe River, commenacing where the upper road from San Antonio to Nacogdoches crosses that stream, and running up the Guadalupe to its source. Valentin said that the reason the Caddoes did not move immediately was because of the Texas Revolution and the illness of one of the old Indians, much respected, whom they did not want to leave behind. He further stated that they had decided to go when Brooks became agent, but their departure was checked because Brooks offered inducements to them to remain.[18] In 1826 Sibley wrote to Austin, saying:

> Our government is placing above us on the waters of Red River and Arkansas more than fifty thousand Indians of different and discordant tribes. I do not like the Policy, not for the reason only, that it will hasten their extinction. The Caddos and Quapaws, are going to settle above you on the same River.—They will be peacable, but unprofitable neighbors.[19]

From the contents of this letter it seems that Sibley was aware of the fact that the Caddoes had been granted land in Texas. In 1835 Colonel Many, an officer stationed at Fort Jesup, reported that he understood from good authority, that the Caddoes had been granted land by the Mexican government, and that a number of them had already gone into that country to settle. He said that he had been informed, and did not doubt the truth of the information, that these Indians were more attached to the Spaniards than to the Americans, and that the only thing that had kept them from going into the Spanish country was the few presents they had received, and the work that had been done for them by the gunsmith furnished by the United States.[20] Colonel Brooks in a

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[18] *Ibid.*, pp. 33-35. This information is taken from depositions of Pierre Rublo and Joseph Valentin who were witnesses in house investigations of charges of fraud brought against Brooks in negotiating the treaty with the Caddoes.

[19] Sibley to Austin, September 15, 1826, in Barker (ed), *The Austin Papers*, I, 1455-1456.

[20] *House Reports*, 27 Cong., 2 Sess., Doc. 1035, p. 96.

communication to the Secretary of War stated that he was enclosing a paper which he had obtained from the Caddo chief, purporting to be a grant of land made to the Caddo nation of Indians by a former governor at San Antonio.[21] The fact seems to be well established that the Spanish authorities had assigned a tract of land to the Caddo Indians, and that the Caddoes had been desirous of going since 1820, but their departure had been delayed by the presents given, and the promises made them by United States Indian agents.

During the first quarter of the nineteenth century the Caddoes were urged to remain on American soil, but by 1830 conditions had changed and they were then urged to sell their lands. In 1834 Brooks, in a letter to Judge E. Herring, commissioner of Indian affairs, said:

> Since the practicability of removing the obstructions to the navigation of Red River has been established, much excitement has been manifested respecting the river lands throughout the region of the raft, embracing a considerable scope of the Caddo territory, and is already a fruitful source of trouble to me and uneasiness to the nation. This state of things was anticipated by me from the first, and was the occasion of my suggesting to the President, when last at Washington, the necessity of extinguishing the Indian title to all such land prior to the removal of the raft. . . .
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> As I have reason to believe that some branch of the Government has been addressed in regard to the lands, and as there are frequent attempts of late to encroach upon them, I have felt it my duty to apprise the register of lands for this district of the occurances, and now take leave to renew the suggestion, through you, whether it would not be best to negotiate for these lands at once, before the further progress of the work shall open the eyes of the tribe, as to their importance to the whites, or before their true interest shall be surrendered to the cupidity of the evil advisers who surrounded them.
>
> I beg, further to suggest that, if the Government approve of the above views, I believe the safest and best course of accomplishing the object will be between the Secretary of War and a delegation of the nation, at Washington City. By such a course of procedure, justice may be done between

[21] Brooks to Cass, November 9, 1835, in *House Reports*, 27 Cong., 2 Sess., Doc. 1035, p. 114. This paper was not found with the letter.

> the parties without any of the embarrassments sure to attend a negotiation here."[22]

In another letter to the commissioner of Indian affairs dated July 1, 1834, Brooks informed the commissioner that in anticipation of the speedy opening of the river navigation, speculators were flocking to, and settlements were being made on, the Caddo lands, regardless of government and Indian titles.[23] Evidently Colonel Brooks had been urging the Caddoes to sell their lands in order to relieve the embarrassing situation that he related in his letters of March 20, and July 1, to the commissioner of Indian affairs, for in January 1835 they sent a memorial to the President of the United Stated indicating that they would sell their lands. In this memorial they informed the President that according to their traditions they were living in the same region they had inhabited since the first Caddo was created; that they had been promised by the French, the Spanish, and later the Americans that no white man would ever be permitted to settle on their lands; that the agent at Natchitoches in their first council with representatives of the United States had told them that they could not sell their lands to anybody except their great father, the President; that Brooks had informed them that they would no longer have an agent, gunsmith, or blacksmith and that he was at a loss to know what the government intended to do with them. In reply they said:

> This heavy news has put us in great trouble; we have held a great council, and finally come to the sorrowful resolution of offering all our lands to you which lie within the boundary of the United States for sale, at such price as we can agree on in council one with the other. . . .[24]

The Caddoes further urged that the President would expedite measures to treat with them in order that they might obtain relief from their deplorable condition.

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[22] Brooks to Herring, March 20, 1834, in *House Reports*, 27 Cong., 2 Sess., Doc. 1035. p. 113.

[23] *Ibid.*, p. 114.

[24] *Ibid.*, pp. 98.99.

II.

Making the Treaty of 1835

In March 1835 Colonel Brooks received instructions to treat with the Caddoes for their land. The instructions said:

> You will endeavor to procure a cession of their right to any land in that state. After considerable search and inquiry, I have not been able to ascertain, with precision, either the extent of the country occupied by them or the tenure by which it is held. The report of Colonel Many, a copy of which is enclosed, contains the best information in the possession of this Department on the subject.[35] It appears probable, from this report, and from an examination of the map, that after the boundary line between the United States and Mexico is permanently established, the district of country occupied by these Indians may contain from six hundred thousand . . . to one million . . . of acres. It is believed that the Caddo Indians are desirous of removing from the state of Louisiana, and their condition would be no doubt benefited by such removal.[36]

On June 3, 1835, Brooks employed Larkin Edwards who was interpreter for the Caddoes, to visit the Caddo villages and inform the chiefs and people of the Caddo nation of his arrival at the agency-house with instructions to treat with them for the purchase of their land; and that he had brought a great many presents for them, and expected them to assemble at the agency-house. On June 25, the Caddoes assembled to the number of four hundred and eighty-nine, men, women, and children, and, as instructed by Brooks, selected a council to represent them in negotiating the treaty. On June 26, the head chief, Tarshar, and underchief, Tsauninot, with twenty-three chosen councillors, met Brooks at twelve o'clock, and presented themselves as the chosen representatives of the Caddoes assembled, to listen to whatever he had to say

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[35] Many's report said: "The result of my inquiries I now proceed to state: These Indians formerly lived higher up the river, in the vicinity of Kio Michie, but were driven from thence by the Osage Indians, upwards of thirty years since, when they settled where some of them still reside. During Captain Grey's agency, he assigned to these Indians, by order of the Secretary of War, a tract of country lying on Red River, between the Sulphur fork and the Cypress bayou, and extending up those streams to their sources, and thence west to the Sabine. The Cypress bayou lies below Sulphur fork about sixty miles in a direct line. These Indians were to hold these lands during good behavior; they have no other claims to them that I can learn, except the occupancy of the thirty years. . . ."—Many to Kentz, January 6, 1835, in *House Reports*, 27 Cong., 2 Sess., Doc. 1035, pp. 95-96.

[36] Extract from the instructions to Colonel Jehiel Brooks, dated March 25, 1835, to treat with the Caddo Indians, in *House Reports*, 27 Cong., 2 Sess., Doc. 1035, p. 95.

to them, and to make such replies as justice to themselves might seem to require. The council pipe was lighted and passed around, and Brooks proceeded without further ceremony to state the object of his present mission.

He told them that the President was pleased to hear that they were desirous of selling their lands, and had delegated him to arrange for a council and to make the transaction, provided they could reach an agreement as to the price and conditions of payment; that in the event of an agreement (as the land was to be purchased for the white settlers), the Caddoes would be required to remove within a reasonable time after the President had approved the bargain; that he had come prepared to make them an offer that would place them in a state of independence, compared with their present destitution; that he was aware of the fact that many people purporting to be their friends, had advised them not to depart with their lands, but he said, "I have never deceived you, and am again sent, as your friend, to obtain that from you which is of no manner of use to yourselves, and which the whites will soon deprive you of, right or wrong."[27]

After Brooks had informed them that his business had been stated, and that he awaited a reply, Tsauninot, underchief of the Caddoes in the absence of the chief, addressed them:

> Brothers: We salute you, and through you, our great father, who has sent you again with words of comfort to us. We are in great want, and have been expecting you to bring us relief; for you told us, before you departed last fall, that you had no doubt our great father would treat with us for our country, and would supply us with things of much more value to us than these lands, which yield no game. . . . It is true that we have been advised by many not to make a treaty at all; that we would be cheated out of our land, and then driven away like dogs; and we have been promised a great deal if we refused to meet you in council. But we have placed no reliance on the advice and promises of these men, because we know what they want, and what they will do; and we have warned our people, from time to time, not to heed such tales, but wait and see what our great father would do for us. We now know his wishes, and be-

[27] A journal of the proceedings at the agency-house, Caddo Nation, Louisiana, in forming and completing a treaty for the cession of land, between the Commissioner on the part of the United States and the Caddo nation of Indians, in *House Reports*, 27 Cong., 2 Sess., Doc. 1035, pp. 116-117.

lieve he will deal justly with us. We will therefore go and consult together, and let you know tomorrow morning what we are willing to do."[28]

After the council adjourned Brooks exhibited samples of goods intended for them, in the event they agreed to the treaty. In the afternoon he gave them presents, and informed them they were tokens of friendship, which had nothing to do with the bargain he wished to make for their land.

On June 27, the council convened at ten o'clock in the morning, and Tsauninot informed Brooks that when he communicated the proceedings of the council of June 26 to his people they hung down their heads and were sorrowful, after which their head chief, Tarshar, rose and said:

> My Children: For what do you mourn? Are you not starving in the midst of this land? And do you not travel far from it in quest of food? The game we live on is going farther off, and the white man is coming near to us; and is not our condition getting worse daily? Then why lament for the loss of that which yields us nothing but misery? Let us be wise then, and get all we can for it, and not wait till the white man steals it away, little by little, and then gives us nothing."[29]

After Tarshar's talk they all sprang to their feet with cries of satisfaction and voiced their agreement to sell their lands.

The Caddo council, having secured the consent of their people, were now ready to continue treaty negotiations. According to Brooks they requested him to make a reservation of four leagues of land in the southeast corner of their territory, bordering on the Red River to the heirs of Francois Grappe, and a reservation to Larkin Edwards anywhere within their territory that Edwards should select.[30]

Brooks informed the Caddoes that their great father, the President, and his head men were opposed to Indian reservations,

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[28] *Ibid.*, p. 117.

[29] *Ibid.*, pp. 117-118.

[30] *House Reports*, 27 Cong., 2 Sess., Doc. 1035, pp. 117-118. In a memorial to the President previously referred to in this paper the Caddoes stated that many years ago they had made a gift of four leagues of land to Francois Grappe and his three sons, situated on the lowest corner of their land on Red River; that this gift was in writing, and ratified by the Spanish authority of Natchitoches.

for there were always bad men seeking every opportunity to cheat the Indian out of everything they possessed, but he would state their wishes relative to the grant in such a form that, if not approved, they would not effect the main bargain. Then Brooks and the Caddoes tried to reach an agreement on the price to be paid for their land, but as an agreement could not be reached at this time, the council adjourned until June 28.

On the morning of June 28, white men of suspicious characters were found within the Indian encampment, and were warned to depart. Captain Thomas J. Harrison, of the third regiment of United States infantry, was directed to post a chain of sentinels around the camp to guard it from all intrusions of the whites, and to allow no one to enter without a pass signed by the commissioner. A white man, Francois Bark,[31] was arrested soon afterward but discharged, on his promise that he would immediately depart, and not return among the Indians while they were engaged in making the treaty.[32]

On July 1, 1835, Brooks and the Indian council reached a satisfactory agreement on the price to be paid for their possession. This was the first treaty that the Caddoes had ever made with the United States. By agreement the Caddoes were to relinquish to the United States all their land contained in the following boundaries:

> Bounded on the west by the north and south line which separates the United States from . . . Mexico, between the Sabine and Red River wheresoever the same shall be defined and acknowledged to be by the two governments. On the north and east by the Red river, from the point where the said north and south boundary line shall intersect the Red river whether it be in the territory of Arkansas or the State of Louisiana, following the meanders of the said river down to its junction with the Pascagoula bayou. On the south by the said Pascagoula bayou to its junction with Bayou Wallace, by said Bayou and Lake Wallace to the mouth of the Cypress bayou thence up said bayou to the point of its intersection with the first mentioned north and south lines, following the meanders of the said water-courses; but if the said Cypress be not clearly definable, so far then from

[31] Francois Bark was an old Frenchman, who had spent the greater part of his life with the Caddoes, but not to their benefit. He was very hostile to the Anglo-Americans.—*Ibid.*, p. 119.

[32] *Ibid.*, p. 119.

> a point which shall be definable by a line due west, till it intersects the first mentioned north and south boundary line. . . .[32]

They further agreed to remove at their own expense from the boundaries of the United States within one year after the signing of the treaty. The United States agreed to pay the Caddoes eighty thousand dollars, thirty thousand to be paid in goods on the signing of the treaty, and ten thousand dollars in money on September 1, 1836, then ten thousand dollars per year for four years.

In the articles supplementary to the treaty it was agreed that the legal representatives of Francois Grappe, deceased, and his three sons Jacques, Dominique, and Belthazar Grappe, should receive four leagues of land located in the southeast corner of the lands ceded to the United States. It was further agreed that Larkin Edwards and his heirs should receive one section of land to be selected from the lands ceded to the United States by the Caddo Indians.[33]

John W. Edwards, the interpreter, translated the treaty and supplementary treaty into the Caddo language. After he had finished, each member of the council was asked if he understood the interpreter clearly, and if he was ready to sign his name to the document, all of which being answered in the affirmative, the formality of signing was concluded in the presence of several witnesses. After the pipe was passed around, and congratulations exchanged between Brooks and the Caddo representatives on having concluded the treaty, they shook hands and separated in friendship.[34]

By July 10, all the goods and horses, amounting to thirty thousand dollars, had been delivered to the chiefs and head men of the Caddo nation, in compliance with the third article of the treaty. Brooks said that the Indians appeared to be well satisfied with the goods received, and with the whole proceeding, from the beginning to the end.[35] The treaty was ratified by the United States Senate on January 26, 1836, and signed by President Andrew Jackson, on February 2, 1836.[36]

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[32] *Senate Documents*, 57 Cong., 1 Sess., Doc. 452, p. 320.
[33] *Ibid.*, pp. 320-322.
[34] *House Reports*, 27 Cong., 2 Sess., Doc. 1035, p. 120.
[35] *Ibid.*
[36] *Ibid.*, pp. 77-78.

III.

Results of the Treaty

On February 6, 1840, Samuel Norris, an inhabitant of Rush Island, brought a charge of fraud against Jehiel Brooks who had negotiated the treaty with the Caddo Indians July 1, 1835. The cession which had been made to the Grappes was used by Norris as a basis for this charge. He claimed that at the time of the treaty this land was inhabited by Samuel Norris, Lefroy Dupree, and other persons. He also asserted that a short time after the treaty was negotiated, the whole of the reservation made in favor of the Grappes, had been purchased from them by Jehiel Brooks for six thousand dollars. This reservation, it was alleged by Norris, was a fraud upon the United States and on those who occupied the land at the time of the treaty. He charged that Rush Island, on which the reservation in favor of the Grappes was located by the treaty, was not within the limits of the country claimed by the Caddoes; that no land had ever been granted by the Caddoes to the said Grappes, and the reservation of the four leagues of land was fraudulently introduced into the treaty without the knowledge or consent of the Indians.[37]

In a memorial of the chiefs, head men, and warriors of the Caddo nation, dated September 19, 1837, and addressed to the Senate of the United States, they stated that the treaty made between them and Brooks had recently been interpreted to them and they discovered that the boundaries and limits of the treaty were not the same as understood by them in 1835; that the lands sold by them were:

> Bounded on the west by the north and south line which separates the United States from Mexico (running) between the Sabine and Red rivers, wheresoever the same shall be defined to be by the two goverments; on the north and east by the Red river, from the point where the aforesaid north and south boundary line shall intersect said Red river, following the western waters of said Red river down to where the bayou Cypress empties into the said river; thence up the bayou Cypress, following the meanders of the stream, to the western boundary line.[38]

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[37] *Ibid.*, pp. 1-2.
[38] *House Report*, 27 Cong., 2 Sess., Doc. 1035, pp. 103-104.

They further stated that they had never claimed any of the low lands between Bayou Pierre (the western channel of Red River) and the main Red River; that they knew the land between Bayou Pierre and the main channel of the Red River had for a long time been exclusively settled and claimed by the white people. They further stated that the Caddo Indians did not make a reservation in favor of the Grappes within the limits of land they claimed or sold to the United States."

The committee on Indian affairs, after a thorough investigation of the charges brought against Brooks, reported that the tract of land called Rush Island, described in the treaty with the Caddoes, was never a part of their territory. They recommended that the question of fraud involved in making the reservation to the Grappes be referred to the courts."[40]

The treaty was allowed to stand and by it the United States government obtained a cession from the Caddoes of about one million acres of land."[41]

This land was purchased for the white settlers who were already encroaching upon the Caddo country regardless of the trade and intercourse laws. The cession was no doubt highly regarded by the settlers, but it left in the minds of the Caddoes a contempt for the whites who had made it necessary that they dispose of their territory.

CHAPTER V.

THE CADDO IN TEXAS, 1836-1845

With the acquisition of Louisiana by the United States, and with the removal of the great raft on the Red river, immigrants flocked into the Caddo country and pushed the Indians from their old haunts. According to the treaty of 1835 the Caddo ceded all their land and agreed to move at their own expense beyond the boundaries of the United States, never to return and settle as a

[39] *House Reports*, 27 Cong., 2 Sess., Doc. 1035, pp. 103-104.
[40] Extract from the Journal of the Committee on Indian Affairs of the House of Representatives, July 23, 1842, *House Reports*, 27 Cong., 2 Sess., Doc. 1035, p. 19.
[41] *Senate Documents*, 24 Cong., 2 Sess., Doc. 1, p. 424.

tribe. Thus the tribes living in Louisiana, being forced to leave their old home, gradually moved southwest and joined their kindred living in Texas.

I.

Relations With the Texas Colonists

The second article of the treaty of 1835 stipulated that the Caddo should move without the boundaries of the United States within one year after the signing of the treaty. Their plan to move into Texas was interrupted by the outbreak of the Texas revolution in October, 1835, and by the request of the Texans that the United States government prohibit the Caddoes from moving into their country.[1] In March, 1836, John T. Mason of Nacogdoches wrote Major Nelson, commander at Fort Jesup, as follows:

> Travis and all his men captured and murdered. An apprehension of a serious character exists here that the Indians are assembling to fall upon this frontier, particularly those from the United States. I have taken pains to inform myself of the facts, and I have no doubt they have been prepared to move in the event of Santa Anna's success. He is determined to wage a war of extermination against Texas, and has engaged the Indians to aid him. The Committee of Vigilance here will address you on the subject of the threatened danger from the Indians. Is it not in your power to send a messenger to them, particularly the Caddoes, to make them keep quiet? To the extent of your authority, every principle of humanity and safety to the inhabitants of both borders requires an exertion of your powers to avert the disaster of an Indian war; and I have no doubt you will exert all your energies to that end.[2]

General Edmund P. Gaines, who had been ordered by the Secretary of War to the western frontier of the state of Louisiana to take charge,[3] arrived at Natchitoches on April 4, 1836, where he at once began an investigation of border conditions.[4] He said:

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[1] Hodge, *Handbook*, I, 180. In October, 1835, actual hostilities were begun between the Texans and a Mexican force. On March 2, 1836, a convention of delegates definitely declared Texas to be independent of Mexican control.

[2] Mason to Nelson, March 20, 1836, *House Ex. Docs.*, 25 Cong., 2 Sess., Doc. 351, pp. 773-774.

[3] Jones to Gaines, February 22, 1836, *House Ex. Docs.*, 25 Cong., 2 Sess., Doc. 351, p. 767.

[4] Marshall, *The Western Boundary of the Louisiana Purchase, 1819-1841*, p. 148.

> The 33d article of the treaty with Mexico requires both the contracting parties to prevent, by force, all hostilities and incursions on the part of the Indian nations living within their respective boundaries, so that the United States of America will not suffer their Indians to attack the citizens of the Mexican States.

He had been instructed to enforce the provisions of that article, and to make known to the Indians inhabiting that part of the United States along the Red and Arkansas rivers, the determination of the government to prevent any hostile incursions into Texas. He had learned from citizens that Manuel Flores, a Mexican resident of Spanish Town near Natchitoches, had been lately commissioned by persons professing to act by the authority of the Mexican government, to persuade the Indians in the western prairies on the United States side of the boundary line to join Mexico in the war in Texas; and that with this in view, Flores, accompanied by a stranger, had lately passed up the valley of the Red River, and had already produced considerable excitement among the Caddo Indians. He further stated:

> These facts and circumstances present to me the important question, whether I am to sit still and suffer these movements to be so far matured as to place the white settlements, on both sides of the line, wholly within the power of the savages; or whether I ought not instantly to prepare the means for protecting the frontier settlements, and, if necessary, compelling the Indians to return to their own homes and hunting grounds? I cannot but decide in favor of the last alternative which this question presents; for nothing can be more evident than that an Indian war, commencing on either side of the line, will as surely extend to both sides as that a lighted quick-match thrust into one side of a powder-magazine would extend the explosion to both sides.[5]

The Indian situation on both sides of the border caused a great deal of fear and excitement. The Cherokees and their associated bands of eastern Texas, who had been for a long time legal contestants of the whites for lands, were very restless. A fear that the Caddo and other tribes from north of Red River would join the Texas Indians was an added terror, it being known that

[5] Gaines to the Governors of Louisiana, Mississippi, Alabama, and Tennessee, April 8, 1836, *House Ex. Docs.*, 25 Cong., 2 Sess., Doc. 351, pp. 770-771.

Manuel Flores had been among the Red river Indians trying to incite them to attack the settlements. The committee of vigilance and safety at San Augustine reported to the citizens that large bodies of Caddo, Shawnee, Delaware, Kickappo, Cherokee, Creek, and other tribes were assembling at the three forks of the Trinity to make war on the inhabitants of the frontier. On April 1, Mason wrote to Gaines that the settlers had no protection except that afforded by the soldiers of the United States. All of the tribes of the Missouri and Arkansas frontier, as well as the immigrant Indians of Texas who had been deprived of their lands, would be glad to enter into a war against the whites.[6]

The committee of vigilance and safety at Nacogdoches appointed C. H. Sims, William Sims, and M. B. Menard as agents to visit the tribes north of Nacogdoches and ascertain their intentions. C. H. Sims stated that he had visited the Cherokee, thirty miles west of Nacogdoches, and found them hostile and prepared for war, and they had informed him that a large body of Caddo, Kichai, Inies, Towakanas, Waco, and Comanche were to attack the settlements. News also came from James and Ralph Chesher, who were in command of a military company, that a Mexican and Indian force conducted by the Caddo had already crossed the Trinity river and that Nacogdoches was in danger. R. A. Irion, acting commandant of Nacogdoches, notified Mason that the news of the movements of the Indians had been confirmed, and that on April 10, a large force led by the Caddo, had encamped at the Sabine sixty miles north of Nacogdoches. The inhabitants were leaving the town and were planning to assemble at Attagas or San Augustine.[7]

While these conditions prevailed at Nacogdoches, Gaines was making an effort to find out the true state of affairs among the Caddoes. J. Bonnell, a lieutenant in the Third Infantry, was sent to the Caddo villages to ascertain facts relative to reports concerning the conduct of these Indians. On April 20, Bonnell reported at Camp Sabine after he had visited the Caddo villages, where he was informed by the Caddo chief and warriors, through his interpreter, that Manuel Flores had recently been among them en-

[6] Marshall, *The Western Boundary of the Louisiana Purchase, 1819-1841*, pp. 148-150.

[7] *Ibid.*, 150, 152, 153. Depositions of C. H. and William Sims, Menard, and letter of James and Ralph Chesher to the Committee of Vigilance and Safety of Nacogdoches, all of April 11, 1836, *House Ex. Docs.*, 25 Cong., 2 Sess., Doc. 351, pp. 775-776. Irion to Mason, April 12, 1836, *ibid.*, 781.

deavoring to persuade them to go with him into Texas to kill and plunder the white inhabitants. Flores told them that he held a commission from the Mexican government and promised them free plunder if they would go with him; that the Spaniards (Mexicans) wished all the Americans (white inhabitants of Texas) destroyed; that all the Americans in Texas were deserters from their own country. At the first village Bonnell found only two or three squaws and a few children, the warriors having gone to the prairies because Flores had told them that the Americans were going to kill them. Bonnell sent for the few warriors who were found in the neighborhood and assured them that the Americans were their friends, and wished them to return to their villages and live in peace, and hunt on their own grounds as usual. The Indians declared that Flores had made no impression on their loyalty and that they had heard so many reports they did not know what to believe; they were now glad to know the truth.

At the second village, twelve miles further, Bonnell found Chief Cortes and several warriors who said that when the principal chief led the men to the prairies to hunt, he (Cortes) had told them not to disturb the whites. He promised to notify the Indians on the prairies and requested that Gaines be informed that if the Caddoes should see the Americans and Spaniards fighting, they would not take part on either side. Cortes further said that when the Caddoes left for the prairies to hunt they were friendly to the whites.

When Bonnell returned to the first village he learned that Flores had passed through the village accompanied by "a thick, short man, about middle-aged, who had formerly lived at Nacogdoches," and that there were three Mexicans then on the prairies hunting with the Indians. One Indian said that had it not been for the lies that Flores told them, the Caddoes would long since have returned and planted their corn. This Indian said that the tribe would not wage a war against the whites, but admitted that Flores was then hunting with the Caddoes on the prairies, that he had gone with them since he could not prevail upon them to go with him.[8]

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[8] Bonnell to Gaines, April 20, 1836, *House Ex. Docs.*, 25 Cong., 2 Sess., Doc. 351, pp. 774-775.

Marshall says:

> Three of the circumstances brought out in Bonnell's report tend to confirm the opinion that the Caddo were in league with the Cherokee in spite of all their friendly protestations; the first striking fact is the absence of the warriors; the second, that the Indians had done nothing toward their corn planting, an operation which the squaws usually performed; and third, the fact that the Mexican emissaries were admitted to be with the warriors.[9]

If the Caddoes had promised the Cherokees to join them against the settlers of Texas, Bonnell's visit evidently influenced them to change their minds, for on May 13, the Caddo chiefs requested Larkin Edwards who had lived among them for thirteen years and had been their interpreter for six years, to write to Gaines in their behalf. In this letter Edwards said:

> A Mexican or Frenchman named Manuel Flores, an emissary of the Mexican Government, has been for some time past residing among the Caddo Indians, and by promises of large sums of money attempted to embroil the Indians in the war between the Mexican Government and Texas. This I know to be the fact, as he is commissioned by the Mexican Government for the purpose of exciting the Caddoes to war against the Texians. . . . The emissary, Manuel Flores, informed them that the American Government intended to exterminate them. . . . The Cherokees of Texas, they [Caddoes] also inform me, have attempted to make them a part with them against the Texians.[10]

Flores remained among the Caddoes and Sterling C. Robertson reported that his promises of Mexican gold had a great deal to do with inciting them to acts of hostility against the settlers. On June 16, several depredations occurred in the Robertson colony. James Dunn, the regidor of the municipality of Milam, testified that having heard of the massacre at Parker's fort, on the Navasota River in which several persons had been killed by the Kiowa and Comanche Indians, he prepared to move to Nashville, on the Brazos, with a view of "forting" and that he, with Henry Walker and William Smith, were attacked by about fifty Indians. They wounded Smith, killed his horse, killed many cattle and drove the

[9] Marshall, *The Western Boundary of the Louisiana Purchase, 1819-1841*, p. 156.

[10] Edwards to Gaines, May 13, 1836, *House Ex. Docs.*, 25 Cong., 2 Sess., Doc. 351, pp. 814-815.

remainder away. Half of the Indians proceeded about a mile and a half away and attacked other settlers in the neighborhood killing two of them.

It was Dunn's belief that about half the Indians who attacked them were Caddoes because the Caddoes wore shirts which were rarely worn by any of the tribes of Indians living in Texas; they had a peculiar manner of wearing their hair, having it cut closely on both sides of the head, and leaving a "top-knot," which was generally worn in a silver tube, "and that they had silver in their nose;" furthermore, he recognized Douchey, a Caddo chief, among the assailants. Montgomery B. Shackleford, one of the settlers who had been attacked, confirmed the testimony given by Dunn. Robertson sent the depositions of Dunn and Shackleford to Gaines, calling attention to the fact that the Caddoes, whom the United States by treaty obligations should restrain from lawless violence, rapine, plunder, and murder, were participants, if not leaders, in the attacks that had recently been made upon the citizens of the frontier. Robertson further said that many citizens had been murdered and much property had been taken by the Caddoes, and that helpless women and children were now in their possession as prisoners, subject to their cruel treatment. He appealed to the sympathies of Gaines,—"Already we hear from lisping infancy and weary and withered age throughout this wide-spreading republic, that you are a friend of Texas. If the facts as stated will justify your march against the Caddoes, the country, we trust, will shortly be relieved from Indian hostility."[11]

On June 22, Gaines answered Robertson's letter, saying that the depositions established beyond a doubt the lamentable fact that the murders to which they referred had been perpetrated by the Indians of Texas or its vicinity, but it was not clear that the Caddoes were among the offenders; yet he thought the evidence sufficient to justify an immediate investigation of the matter.[12]

Spy Buck, an Indian of the Shawnee tribe, testified before a meeting of the committee of safety at Nacogdoches that he had heard from his uncle that a number of Indians, including the Kichai, Towakanas, and Caddoes, had recently killed, at one time,

[11] Robertson to Gaines, June 16, 1836, with copies of the depositions of Dunn and Shackleford of June 15, in *House Ex. Docs.*, 25 Cong., 2 Sess., Doc. 351, pp. 792-794.

[12] Gaines to Robertson, June 22, 1836, *House Ex. Docs.*, 25 Cong., 2 Sess, Doc. 351, p. 794.

eight Americans, four or five miles below the old Delaware town on Red River.[13]

As a result of these reported hostilities an effort was made by Bonnell and the Texan Indian agent Menard to ascertain the true Indian situation. On August 9 Menard reported to Samuel Houston at Nacogdoches that the Cherokee, Biloxi, Choctaw, Alabama, and Caddo were very hostile, and he believed they would soon begin incursions against the settlements.[14] Bonnell sent the reports of Menard to Gaines, adding that they had been confirmed by Michael Sacco, a Frenchman.

Major B. Riley was sent among the Caddo to make a thorough investigation. He visited four of the Caddo villages or settlements and saw between one hundred and twenty and one hundred and thirty men of the different villages. Riley found them peaceably inclined, very much degraded, and addicted to the use of liquor, and if they had committed depredations on the inhabitants, or their property, it was caused by the use of too much whiskey, which appeared to be in abundance in and about their villages. They seemed to be "a poor, miserable people, incapable of the smallest exertion, either as it regards living, or any thing else except liquor." The Caddo chief, Tarshar, or the "Wolf", told Riley that they wanted to live in peace with the whites and did not want to go to war. He said that Flores had been trying to persuade his nation to move to Texas, but they had refused to go.[15]

After July 1, 1836, it appears that the Caddoes proceeded to carry out their treaty obligations with the United States. Until that time Gaines had insisted that they remain in their old villages near Shreveport and refrain from committing depredations on the settlements in Texas. Some of the bands immediately migrated into Texas, while others, taking advantage of the unsettled state of the boundary between Texas and the United States, and of the unsettled conditions in Texas as a consequence of the revolution, continued to live in the Caddo Lake region until about 1840 when they, too, joined their brethren in Texas. The Caddoes associated themselves with the prairie Indians in Texas and combined with

[13] Raguet to Bonnell, July 19, 1836, *House Ex. Docs.*, 25 Cong., 2 Sess., Doc. 351, pp. 797-798.

[14] Marshall, *Western Boundary of the Louisiana Purchase, 1819-1841*, pp. 180-181.

[15] Riley to Gaines, May 13, 1836, *House Ex. Docs.*, 25 Cong., 2 Sess., Doc. 351, pp. 815-818.

them in waging warfare against the white settlements.[16] In August, Henry M. Morfit appointed by President Jackson to ascertain the political, military, and civil condition of Texas, reported that about five hundred Caddoes "have lately migrated from the borders of the United States towards the Trinidad, and who, a few weeks ago, destroyed the village of Bastross."[17]

In January, 1837, according to Kenney, a force of Caddoes, estimated at more than a hundred, invaded the settlements on Little River, west of the Brazos, where they were encountered by Captain Erath with fourteen men. The white men surprised their camp on the bank of Elm Creek at daylight and killed several. The Caddoes being armed with rifles made a counter attack in which they defeated the whites, killing three, and wounding several others, besides losing ten of their warriors. They were forced to retreat because of a great storm of sleet and snow; but, being disappointed because they had failed to get scalps and plunder, they soon returned and murdered several settlers along the frontier as far west as the Colorado.[18] Another report stated that they had murdered Captain Beaston and several persons who were in company with him on the Guadalupe River. It was also reported that a family consisting of an old man, his wife, and several children, living thirty miles north of Nashville had been killed by the Caddoes.[19]

In a report to Memucan Hunt, dated September 20, 1837, Irion said:

> The line of the Sabine and Red River frontier is not the scene of the depredations of the Caddoes; their acts of violence are perpetrated on the Trinity, Brazos, Colorado, Guadalupe, etc., far distant from the place of their ordinary abode. In almost every skirmish that occurs on our western frontier Caddoes are recognized. They have in several instances, been shot in the act of stealing horses and murdering the Texians. They are not formidable on account of numbers but from their influence with the prairie tribes.[20]

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[16] Jones to Forsayth, December 31, 1836, *Senate Doc.*, 32 Cong., 2 Sess., Doc. 14, pp. 11-12.

[17] *Congressional Debates*, XIII, Pt. 2, app., 87.

[18] M. M. Kenney, "The History of the Indian Tribes of Texas," in Dudley G. Wooten, *A Comprehensive History of Texas, 1685-1897*, I, 749.

[19] Henderson to Wharton and Hunt, January 21, 1837, in Garrison (Ed.) *Texan Diplomatic Correspondence*, I, 178.

[20] Irion to Hunt, September 20, 1837, *ibid.*, I, 260.

According to Kenney, the Caddoes murdered the Goacher family (in what is now Lee County) in 1837 and took a Mrs. Crawford with an infant two months old and two other children as captives to their villages on Red River. He related the following incident concerning these captives:

> Becoming tired of hearing the infant cry, they snatched it from its mother and threw it into a deep pool of water. The mother followed and brought it out. The Indians seized it and threw it back, and, amused at the frantic efforts of the mother to save it from drowning, continued the sport for some time. At length one of them took the babe and, drawing back its head, told another to cut its throat, which he was about to do, when the mother, nerved by desperation, seized a billet of wood, which chanced to be near at hand, and knocked him down. She expected instant death, but, instead of the expected resentment, the Indians laughed loudly at their fallen comrade, and one of them gave her the child, saying, "Squaw too much brave . . . take your pappoose and carry it yourself." They did not attempt to injure it afterwards. After two years the captives were ransomed from them at Coffee's trading-house on Red River and returned to their kindred.[21]

In 1837 Colonel Many sent an officer to make inquiries concerning the robberies and murders supposed to have been committed by Indians from the United States. This officer reported that all the depredations committed had been by Indians in the interior of Texas, and by small straggling bands, none of whom belonged to the United States, except the Caddoes; and "that he did not know why they had been regarded as United States Indians, as their principal villages had always been considered within the limits of Texas." He further reported that the Caddoes denied having committed any depredations on the whites, and appeared very anxious to be on friendly terms with them; "that there were but two well-attested cases against the Caddoes—one of robbery, and the other of murder—for which they had provocation in (the fact that) several of their tribe had been killed by the whites."[22] Colonel Many and the officer he sent to the Caddo village failed to take into account the fact that more than half of the Caddoes had already migrated into Texas.

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[21] Kenney, "The History of the Indian Tribes of Texas," in Wooten, *History of Texas*, I, 749.

[22] Abstract of correspondence and documents on file in the Department of Indian Affairs, Washington, D. C., *Senate Documents*, 32 Cong., 2 Sess., Doc. 14, p. 59.

II.

Caddo Relations with the Republic of Texas

Houston wrote to the Secretary of State of Texas on March 1, 1837, requesting him to urge upon the United States the necessity of keeping the Caddoes peaceful.

> The Secretary of State will write to the Government of the United States, and urge in the strongest terms the necessity of sending a force, and at least two companies of mounted men, from the United States, to keep the Caddoes in check besides an infantry force at Nacogdoches.
>
> The last treaty between them, and the United States, threw them upon us, with feelings of hostility against all Americans. They regard us as a part of the American family.
>
> The treaty (with Mexico, 1831) demands all we solicit. Our demand should be heard.[23]

On June 26, R. A. Irion, Secretary of the State of Texas, wrote Memucan Hunt, Minister at Washington, that the Caddoes were intruders in Texas, that they were allowed to come in flagrant violation of treaty stipulations between Mexico and the United States, and that they seemed to be the leaders of the hostile bands. He instructed Hunt to solicit the early attention of the United States government to this subject, and to endeavor to get the Caddoes removed from Texas. He said, "offer as a theater for military operations, should they attempt their removal from Texas, a free passage for troops as far as the Trinity; and the privilege of establishing depots, [and] Garrisons . . . anywhere east of that river."[24]

On September 20, 1837, a joint committee had been appointed by the Congress of Texas with instructions to report a bill for the protection of the eastern frontier. After having taken into consideration the suggestions of Houston and of the Secretary of War this committee recommended active operations against the hostile Indians of the borders.

> That several of the tribes near the extreme settlements have been and still are hostile, is too notorious to require a

[23] Muckleroy, "The Indian Policy of the Republic of Texas," in *Southwestern Historical Quarterly*, XXVI, 24.

[24] Irion to Hunt, June 26, 1837, in Garrison (ed.) *Texas Diplomatic Correspondence*, I, 233.

> detailed statement of fact to prove it. Among those tribes are embraced the Caddos, Wacos, Tiwachanes, Keechies, Iones, and Pawnees, whose murders and depredations are of almost daily occurrence. The Caddos who exercise a controlling influence over these tribes, and with whom they are in some degree incorporated, recently received on Red River, from the agent of the United States government, ammunition and rifles, and immediately thereafter set off for Texas, to join their confederates on the Trinity and Brazos, which has doubtless inspired the latter with increased confidence. Within the last few days we have received from various sources, satisfactory information, that these Indians have penetrated even below the San Antonio road, having murdered several citizens on the Brazos, Trinity, and Neches rivers. Those incursions of late are becoming more daring, and we are decidedly of the opinion that unless the means of repelling their aggressions be not speedily increased . . . their attacks, robberies, and murders, will spread extensively, and probably in the end, if not checked by judicious measures, will shortly involve the whole country in a disasterous Indian war. To avert this state of things, your committee advise that an expedition, composed of a suitable force, sufficiently numerous to scour their country, thoroughly, be as soon as practicable sent against them.[25]

This report clearly shows the policy to be pursued towards the border Indians, especially the Caddoes. The Texas officials from the beginning considered the Caddoes intruders. This point is confirmed in a report from John Bell, Secretary of War, to Daniel Webster, Secretary of State.[26] The United States government had the same attitude towards the Republic that it had taken towards the Mexican government. In a communication dated October, 1835, it was stated that, "unless Indians migrating into Mexico manifested a hostile intent, it was doubtful whether, under the 33d article of the treaty (treaty with Mexico 1831), the intervention of the United States could be claimed or afforded; that if they went there with peaceable intentions, it was for the Mexican government alone to decide upon their admission or exclusion".[27] As a consequence of this declaration, the officials of the Republic of Texas endeavored to convince the officials of the United States

[25] *Journal of House of Representatives* (of Texas), 1 Cong., 2 Sess., 50-51.

[26] Report from Bell to Webster, September 11, 1841, in *Senate Ex. Docs.*, 32 Cong., 2 Sess., Doc. 14, pp. 59-66. This report contains an abstract of the correspondence between the war department and Texas officials relative to Indian intrusions into Texas from 1837 to 1841.

[27] Abstract of letter from Department of State to the Mexican Minister, October 22, 1835, in *Senate Ex. Docs.*, 32 Cong., 2 Sess., Doc. 14, p. 61.

that the Caddoes entered Texas with hostile intentions. The Secretary of State received a number of communications from the Republic of Texas during the years 1837 and 1838 on the subject of the murders and depredations committed on the white settlements by the Caddoes. In 1838 the Secretary of War of the United States received a communication from Felix Huston stating that the Caddo and other Indians had joined "the rebel Mexicans;" and that they were within one day's march of Nacogdoches. Colonel Many, who was in charge of the United States troops on the western frontier, having been instructed to make an investigation, said, "there had been good grounds for fearing such an attack, but the danger was over." He further reported that Indians from the United States had not been connected with the affair, but the Indians implicated had lived in Texas for several years.[28]

As the Texas officials failed to get action from the United States relative to the removal of the Caddoes, and as the Indians continued their intrusions into Texas, General Rusk decided to drive them out of Texas. General J. H. Dyer with eighty men marched near the Caddo village on the western fork of the Trinity on October 21, 1838. Very few Indians could be found, but in a skirmish he killed six Caddoes and two of his men were wounded. He declared that if necessary, he would summon his entire force to protect the frontier from the Caddoes and other tribes.[29]

H. McLeod, Adjutant General, under instructions from Rusk sent a communication to Charles A. Sewell, United States Indian agent at Shreveport, on November 21, saying, that he had been informed that the Caddo Indians had been paid their late annuity in arms and ammunition, that in several recent engagements with the Caddo in the territory of Texas it had been discovered that they had new United States arms in their possession. He further said:

> The fact that the Caddoes have for more than twelve months past, been depredating upon the lives and property of the people of Texas, cannot be unknown to you . . . and Sir, that you as agent of the United States Government, should, under such circumstances . . . furnish these savages

[28] Abstract of letter from Many to Secretary of War, August 18, 1838, *Senate Ex. Docs.*, 32 Cong., 2 Sess., Doc. 14, pp. 60-61. Many enclosed letter from Huston.
[29] Dyer to Mayfield, October 21, 1838, Gulick (ed), *Lamar Papers*, II, 257.

with the means of murdering the defenceless women and children, of Texas, is a matter of the greatest astonishment.[30]

On the same day McLeod wrote Lamar that Sewell had not only furnished arms to the Caddoes, but had said that he did not care if they murdered every woman and child in Texas, and that he would arm them and push them across the line.[31]

This controversy with Sewell, coupled with the hostilities of the Caddoes, influenced Rusk to invade the United States territory. Rusk and McLeod went from Nacogdoches to Clarksville, on Red River, on November 16, to join Dyer in a campaign to the head waters of the Trinity and Brazos Rivers. On their way, near Caddo Lake, they found Captain Tarrant on the march with his company to attack the Caddoes. He had been ordered by Dyer to expel them from Texas territory or destroy them. Rusk halted and took charge of the operation in person. When they reached the Caddo camp, the Indians fortified themselves for battle, but their chief said they wished to talk and not to fight. Rusk ordered him to advance and met him between the lines. The chief stated his ostracised condition, having been bought out and expelled by the United States, and now being denied a right to hunt or live in Texas. Rusk acknowledged the hardship of his case and offered to support his people in Louisiana until the Indian war in Texas was terminated. The chief agreed, but his horses and families being on the other side of the lake, he could not go at once. Rusk exchanged hostages with him, taking a Caddo chief and leaving McLeod in the Indian camp.

The next day Rusk and the chief met at the agency in Shreveport, and after some discussion and much opposition on the part of Sewell and citizens of Shreveport, the arrangement was concluded.[32] The Indians gave up their guns to Sewell with whom they were to remain until the war with their tribe on the frontier of Texas was terminated. Rusk bound the government of Texas to pay for the subsistence of the Indians until the two governments could settle the matter. The Caddoes were to remain in

[30] McLeod to Sewell, November 21, 1838, *Lamar Papers*, II, 296.
[31] McLeod to Lamar, November 21, 1838, *Lamar Papers*, II, 298-299.
[32] Rusk to Secretary of War, December 1, 1838; MS. in *Indian Affairs Papers*, Texas State Library.

Louisiana for such time as Sewell should direct. No Texas citizen, under any pretence, would be allowed to molest or destroy their property.[33]

This band of the Caddo tribe had been accused of making intrusions into Texas and retreating to the United States for protection. The larger part of the tribe had migrated to Texas under the leadership of Chief Tarshar,[34] and had joined the wild Indians at the three forks of the Trinity. After Rusk had made the agreement with the band of Caddoes at Shreveport, he proceeded to join Dyer for a campaign against the Indians on the Trinity River.[35] In January, 1839, he encountered the Caddoes in the cross timbers west of the Trinity River and burned their villages.[36]

Lamar's policy of extermination caused much suffering among the Caddoes, but it did not put an end to their acts of hostility. In 1839 a Mrs. Webster had been captured by the Comanches but finally made her escape and had arrived within thirty miles of Austin when she was recaptured by the Caddoes and delivered into the hands of those who had first taken her.[37] The Caddoes continued acts of hostility on the settlements, but no doubt the chastising they received from the operations of Rusk made them feel the horrors of war and welcome peace at any price.

III.

Caddoes Make Peace with Texas

When Houston became president in 1841, most of the Caddoes and associated bands had retired east of the Red River whence they sent war parties to ravage and plunder the frontiers. He sent commissioners to that region for the purpose of establishing amicable relations with any and all Indians on the frontiers of Texas.[38] An indication that the time was ripe for negotiations is

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[33] Treaty with Caddoes, November 29, 1838, at Shreveport, Louisiana, MS, in *Rusk Papers*, Archives, University of Texas.

[34] Tarshar was head chief of the Caddoes at the making of the treaty in 1835. He had persuaded his people to sell their lands, because he said that the white man was stealing them piece by piece.

[35] McLeod to Lamar, November 21, 1838, *Lamar Papers*, II, 298-299.

[36] *Map of Texas*, 1839, Compiled by Richard S. Hunt, and Jesse F. Handel, Archives, University of Texas.

[37] Extract of a letter from Liscomb to Bee, August 8, 1840, in Garrison (ed.) *Texas Diplomatic Correspondence*, I, 464.

[38] William Carey Crane, *The Life and Select Literary Remains of Sam Houston*, 314.

shown by a letter written to the Caddo Chief, Red Bear, by the Muskogee chief, on July 20, 1842. He advised the Caddoes to be friendly with the whites, and to prevail upon their neighbors to cease hostility against the Texans.[39] Red Bear wrote to R. M. Jones at Boggy Depot, Texas, inquiring about the possibility of making peace with the government of Texas. Jones informed him that Houston had already appointed commissioners for that purpose:

> The Government of Texas by her commissioners propose to meet you and such other tribes as shall wish, and make a permanent peace, and will allow the Red men to return to their old Hunting Grounds in Texas, and will appoint agents for their different tribes to watch over their interest and will establish trading houses convenient to their Hunting Grounds where they can barter their skins for clothing and other articles of comfort that they may need.[40]

Jones notified the commissioners that the Caddoes were anxious to make peace with Texas. Arrangements were made to meet the chiefs, head men, and warriors of four different tribes at the Caddo village above the Chickasaw nation. On August 26, 1842, a treaty was made with the Indians. The four tribes present at this council promised to visit the hostile tribes and to persuade these to meet the President and the commissioners on October 26, 1842, at Waco village on the Brazos.[41]

The commissioners attended, but for some reason the Indians were unable to attend. Houston believed that the high waters, the inclemency of the weather, and the buffalo ranging further south than usual explained the failure of the Indians to appear at the appointed council grounds. Houston said, "If a treaty is once concluded, and good faith maintained on the part of the people of Texas, there can be no doubt that friendly relations will be maintained with the Indians."[42] Finally arrangements were made to hold a council at Tawakano Creek in the latter part of March, 1843. The commissioners representing Texas were G. W. Terrell, J. S. Black, T. J. Smith, with T. Bryson as secretary, P. M. Butler

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[39] Muskogee Chief to Caddo Chief, July 20, 1842, MS. in *Indian Affairs Papers*, Texas State Library.

[40] R. M. Jones to Red Bear, Caddo Chief, July 30, 1842, in MS. *Indian Affairs Papers*, Texas State Library; Muckleroy, "The Indian Policy of the Republic of Texas," in *Southwestern Historical Quarterly*, XXVI, 186.

[41] *Ibid.*, 187.

[42] Crane, *The Life and Select Literary Remains of Sam Houston*, 314.

representing the United States, with Burgenille as secretary. The Indian tribes represented were the Delawares, Caddoes, Wacos, Shawnees, Ionies, Anadako, Tawakano, Wichitas, and Kichai. On March 31, 1843, an agreement was signed by the different parties to hold a grand council at a date and place to be arranged and agreed upon later. Its purpose should be to conclude a definite and permanent treaty of peace, and friendship between the Republic of Texas and the Indian tribes residing within or near its limits. In the meantime all hostilities, and depredations of every kind should cease. Those Indians who desired were allowed to trade at the trading house on the Brazos River and to plant corn north of the trading house until a permanent line was established between Texas and the Indians. If a treaty were concluded at the Grand Council both parties were to give up all prisoners without ransom.[43]

In September, the Grand Council convened at Bird's Fort on the Trinity River, where a treaty of far reaching importance was concluded between the Republic of Texas and the Caddoes and associated tribes. Both parties agreed that they would forever live in peace and friendship, and that the President should make such arrangements and regulations with the several tribes of Indians as he might think best for their peace and happiness.

This treaty was approved by the Senate, January 31, 1844, and signed by Houston, February 3, 1844.[44]

In March 1844, the Caddoes and other tribes that had signed the Bird's Fort treaty visited President Houston at Washington. He made them a talk, gave them presents, and assured them of the friendship of the republic. The Indians promised to serve as ambassadors of peace to induce the Comanches and other wild tribes who had not signed the treaty to attend the council arranged to meet in April. The friendly tribes were not able to get the Comanches to the council until October. This council was held on the clear fork of the Brazos beginning October 7, and resulted in the formation of a treaty which was concluded October 9. There were representatives from the Comanches, Cherokees, Delawares,

[43] Minutes of Indian Council, March 28, 1843, Articles of Agreement between the Republic of Texas and Indian Tribes, March 31, 1843, MS. *Indian Affairs Papers*, Texas State Library.

[44] Muckleroy, "The Indian Policy of the Republic of Texas," in *Southwestern Historical Quarterly*, XXVI, 188-191.

Kichais, Wacos, Towakanos, Caddo, Ionies, Lipan, Anadakos, and Shawnees present at the meeting. The Texan commissioners were J. C. Neill, Thomas S. Smith, and E. Morehouse. Sam Houston, president of the Republic, and G. W. Terrell, attorney general, also attended the council. The treaty was similar to that concluded at Bird's Fort, September 29, 1844.

Both parties agreed that they would forever live in peace, and always meet as friends and brothers; that the government of Texas should permit no bad men to cross the line into the hunting grounds of the Indians; that the Indians should make no treaty with any nation at war with Texas; that they should not steal horses or other property from the whites; that they should not trade with any other people than the Texans so long as they could get such goods as they needed at the trading houses. It was further agreed that the government of Texas should establish trading houses for the benefit of the Indians, and such articles as they needed for their support and comfort should be kept for the Indian trade; that no whiskey or other intoxicating liquor should be sold to the Indians; that the President should send among them schoolmasters and families for the purpose of instructing them in the knowledge of the English language, and Christian religion, as well as other persons to teach them how to cultivate the soil.

This treaty was ratified by the Senate, January 24, 1845, and signed by the President, February 5.[48]

The peace agreements brought about a cessation of hostilities between the settlers and the Caddoes to a great extent but the Indians continued to suffer from natural causes such as famine and disease.

IV.

Conclusion

More than a century of contact and relationship with the Europeans and Anglo-Americans practically broke up the once powerful and influential Caddo Confederacy. The peaceful disposition and friendly attitude of the Caddoes towards the nations

[48] *Ibid.*, 193, 196. Here articles of the treaty will be found. Minutes of the Grand Council held near the Fall's of the Brazos between the Republic of Texas and the Indians, October 7, 1844, MS. in *Indian Affairs Papers*, Texas State Library.

under whose jurisdiction they happened to be, established early contact with the civilized people. Naturally this expedited the work of civilizing influences, but it proved disastrous for the natives, who were exposed to the contaminating vices which backward people generally acquire from contact with races more advanced.

The tribes belonging to the Caddo Confederacy were scattered from Natchitoches to the great bend of the Red River, thus they were so divided that at no time could they successfully resist the intruding white races. Never did they attempt to use violence against the white traders and settlers who penetrated the territory claimed by themselves, but always referred such acts of intrusion to the governmental agencies in charge.

During the first half of the eighteenth century the French and Spaniards were involved in a contest for the control of the Caddo country. Each nation endeavored to win the allegiance of the Caddoes, as they exercised a commanding influence over all of the border Indians. The Spanish policy of attempting to win the natives through the influence of the Franciscan missionary was no match for that of the French who operated through the agency of the trader. As a result the French soon established undisputed control over most of the Caddo tribes, but the brunt of these contentions fell upon the Indians. The trails connecting their villages became routes over which armed forces traveled, while some of their villages were converted into fortified posts.

The Caddoes suffered greatly from their contact with the Europeans. Tribal wars were fomented, villages were destroyed and abandoned, new diseases took their toll among the people, and by the end of the century a number of the tribes were practically extinct, while others were seriously reduced in numbers; and those tribes that had migrated north, being too few in numbers to resist the onslaught of the Osages who were being driven south by the whites, descended the Red River, and joined the other tribes of the confederacy.

With the purchase of Louisiana by the United States the Caddoes again became border Indians, and the bid for their control was now between the United States and Spain. The policy followed by the United States in winning the allegiance of the Caddoes was similar to that used by France. They gave presents

and established trading houses whereby the Indians could be supplied with the necessities of life without having to travel a great distance in search of them.

As a result of the acquisition of Louisiana, immigration into the Caddo country increased, and it soon became impossible for the government to restrain the white immigrants from inhabiting the Caddo lands. The policy of the government had been not to allow settlements in the territory claimed by the Indians until their title had been extinguished. As the government agents realized that it was beyond their power even with military assistance to prevent intrusions into the Caddo country, they recommended the purchase of that country.

The United States Indian agent, taking advantage of the starving condition of the Caddoes, enticed them to sell their lands and to agree to leave the United States, never to return and settle as a tribe.

Thus it seems that they were to be forced into Mexican territory, but at that time the Anglo-Americans in Texas were waging a revolution and strenuously objected to Indians from the United States migrating into their territory. The Caddoes found themselves in a desperate situation, the United States Indian agent on one side of the border selling them guns and ammunition and urging them to enter Texas, while on the other side, the Texans threatened to exterminate them if they crossed into their country.

Although the Caddoes were forbidden to enter Texas, necessity compelled them to go into that region in search of game. The transfer of thousands of Indians from east of the Mississippi, and the westward migration of the whites had so taxed the resources of the old Caddo hunting grounds as to make stealing almost a necessity.

The Texans failed to make a distinction between friendly and hostile Indians. They thought that the only good Indian was a dead one, therefore they attempted to drive out or exterminate all of the Caddoes that had migrated into their country. As a result of this policy of extermination the Caddoes that were not killed were driven from Texas east of the Red River, where in retaliation for this cruel treatment they sent small bands into Texas to plunder and harass the white settlements.

By this time the friendly attitude of the Caddoes towards the whites had changed to that of hatred and distrust. They who had been ambassadors of peace under the rule of France, Spain, and the United States; they who had been promised as a reward for their allegiance that they would never be disturbed; they who were once a thrifty and influential people had become demoralized, and were now forced to fight for their actual existence. But when the party in Texas that had advocated conciliatory methods in dealing with the Indians returned to power, the Caddoes were invited to return into Texas, where a permanent peace was made that resulted in a cessation of hostilities.

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By DOUGLAS C. MCMURTRIE

There appeared in the *Proceedings of the American Antiquarian Society* for October, 1932, an excellent monograph on the French newspapers and periodicals of Louisiana, accompanied by a bibliography. This study depicts the rise of the French press and its ultimate decline, as the French-speaking elements of the population became assimilated.

Mr. Tinker's paper is an important contribution to American printing and publishing history, intelligently conceived and carried through with painstaking thoroughness. Because of its importance, I have checked against it my own notes and material from sources available to me. The resulting supplementary data are here presented.

This new material in no way affects the Tinker findings. Most of it relates to details in the chronology or personnel of some of the publications, though I have been able to record several newspapers and periodicals not known to Mr. Tinker. Also, there are located one or more copies of a number of papers not heretofore noted.

The notes are cast in a form similar to that adopted for Mr. Tinker's bibliography.

The extent to which the publications and activities of George P. Rowell, the pioneer advertising agent, have contributed to these notes cannot fail to be noted. Rowell published the *American Newspaper Directory* beginning in 1869, and his *American Newspaper Reporter* began publication in 1870. This latter was successor to a still earlier publication under his auspices.

Rowell has also left us two important collections of newspapers. One, intended to include a copy of every newspaper

published in the United States in 1873, is preserved in the New York Historical Society. Another, one of three sets prepared at the Centennial Exposition of 1876, included a copy of every available newspaper published in the country in that year. Part of this set covering the eastern states is in the American Antiquarian Society and another part, embracing the western states, is in the Chicago Historical Society.

The publications and collections of Rowell are indispensable to anyone working in the field of journalistic history from 1869 onward.

The references to listing of newspapers in the United States Census of 1850 is based on J. C. G. Kennedy's *Catalogue of Newspapers and Periodicals in the United States,* which formed an appendix to *Livingston's Law Register for 1852.* Kennedy's data were drawn from the records of the 1850 census. Another source is the *Newspaper Record* compiled and published at Philadelphia in 1856 by J. G. Lay & Brother. The volume referred to as Kenney's *American Newspaper Directory* was compiled by Kenny and published at New York in 1861. Steiger's list is a catalogue of newspapers assembled by E. T. Steiger for exhibition at the Vienna Exposition of 1873, entitled *Periodical Literature of the United States* published in New York in 1873.

There are 84 newspapers listed in these notes. Fifteen are publications not recorded by Mr. Tinker. In the case of three no copies of which were located, an issue is here recorded. For forty-two, additional information regarding date, personnel or duration of issue is supplied, and in some cases other copies are located.

For information and replies to queries, I am under obligation to Mr. Willard O. Waters of the Henry E. Huntington Library, Mr. Alexander J. Wall of the New York Historical Society, and Mr. H. S. Parsons of the Library of Congress.

In New Orleans

L'Abeille de la Nouvelle Orléans.

Issue of August 10, 1830 (vol. 3, no. 209) in French and English, is in the Huntington Library. J. Bayon, Delaup & Co.,

publishers. The daily of March 29, 1873, and the weekly of March 29, 1873, are in the New York Historical Society (Rowell Collection).

The daily of October 22, 1876, and the weekly of September 2, 1876, are in the Chicago Historical Society (Rowell Collection). Dufour & Limet were publishers.

L'Avenir de la Nouvelle Orléans.

Listed in Rowell's *American Newspaper Directory* for 1873 as published in French, weekly on Fridays. Alfred Mercier, editor; L. E. Marchand, publisher. In the *Directory* of 1874 the paper is listed as published on Sundays in French and English, with same personnel. Claimed 1440 circulation. Issue of April 13, 1873 (vol. 8, no. 13) in New York Historical Society (Rowell Collection).

Le Carillon.

C. Maillet is listed as publisher in Rowell's *American Newspaper Directory* for 1873 and 1874. Appears in Steiger's list of 1873.

The City Journal.

F. and E. The issue of May 12, 1826, in the Library of Congress is vol. 1. no. 71. It is a single page only. The *City Journal* was "published by virtue of a resolution of the City Council." No further indication of editor or publisher is given.

Le Courrier de la Louisiane.

F. and E. Issue of February 19, 1853 (vol. 46; new series vol. 3, no. 397), "imprimé et publié par Emile La Sere," is in the Huntington Library. A paper entitled *The Courier*, August 20-21, 1830, published in English and French, is in the same collection with perhaps the first leaf wanting. No publisher's name appears. The New York State Library has the issue of October 1, 1833.

In 1857 this paper was a semi-weekly. It was edited and published between February 5 and April 12, 1857, by Claiborne & Cie. In the issues from April 18, 1857, to February 5, 1859, no names are given. It is interesting to note that the issue of February 5,

1857, is ser. 5, vol. 51, no. 97, while that of February 5, 1859, is vol. 8, no. 146. The Library of Congress has a file beginning and ending with those two issues, with the following defects: Mutilated: 1857, Feb. 25, Mar. 21, June 26, Sept. 27, Oct. 10, Dec. 5; 1859, Jan. 9, May 12. Missing: 1857, Mar. 7, June 6, July 4, 11, 18, 22, Aug. 19; 1858, Jan. 20, Feb. 3, 6, Mar. 31.

Le Dimanche.

Issue of January 23, 1876 (vol. 1, no. 9) in Chicago Historical Society (Rowell Collection).

L'Époque.

F. Weekly on Sundays, according to Rowell's *American Newspaper Directory* for 1869. L. P. Canonge, editor; Canonge & Marchand, publishers. Claimed 4000 circulation. Page size was 24 x 36; politics Democratic. It was also listed in Rowell's *Directory* of 1870.

Le Franco-Americain.

In the Census of 1850 this paper is recorded as a tri-weekly, with 800 circulation.

Le Franco-Louisianais.

F. Weekly on Saturdays. Revival, about 1885, of *La Démocratie Français*. Edited and published by the French Democratic Club of New Orleans.

Gazette d'Etat de la Louisiane (Louisiana State Gazette).

E. and F. Tri-weekly. From issues located this newspaper was published January 3-10, 1826, by Richardson & Penniman; January 11-20, 1826, by Robert D. Richardson; January 27 to December 7, 1826, by James M. Bradford. A good file of the country edition for 1826 (which carried no serial numbering) is in the Library of Congress, running from January 3 to December 7 of that year, with the following deficiencies: Jan. 5-9, 13, 14, 17, 18, 21, Feb. 8, 9, 17-28, Mar. (all except 1-4), Apr. 1-20, May 1-3, 5, 6, 20, June 29, Aug. 17, 25, Sept. 6, 7, 12-21, 23, Oct. 1-12, 23-31, Nov. 1, 2, 5-9, 15, 16, 19, 26-30, Dec. 5, 6.

The title varied somewhat: Jan. 3-17, 1826, *Gazette;* Jan. 17-21, 1826, *Gazette de l'Etat (State Gazette);* Jan. 28-Dec. 7, 1826, *Louisiana State Gazette (Gazette d'Etat de la Louisiane).*

L'Homoion.

A file of this journal, from May 1859 to November 1861, with the variations in name indicated by Tinker, is in the library of the New York Academy of Medicine.

Journal de la Société Médicale de la Nouvelle-Orleans.

Published by the Imprimerie Franco-Americaine. The Army Medical Library has Juillet, 1859, to Juin, 1860 (vol. 1, nos. 1-12), lacking Novembre; and nos. 1-8 of Vol. 2, Juillet to Novembre, 1860, and three issues (nos. 6-8) without indication of month, dated in 1861. The Boston Medical Library has a complete file within these same limits.

La Liberté.

Its suspension is noted in the *American Newspaper Reporter* of March 20, 1871.

Louisiana Republican.

E. and F. Established 1881. Weekly on Saturdays. Republican. Republican Publishing Company, editors and publishers, according to Rowell's *American Newspaper Directory* of 1883.

Le Louisianais States Rights.

The *State Rights Louisianian,* undoubtedly the paper listed as above by Tinker, is listed in Kenny's *American Newspaper Directory* for 1861.

Le Moniteur de la Louisiane.

By following up a clue in a Carnegie Institution guide to American documents in French archives, I located in the Bibliothèque Nationale, Paris (Manuscripts, française, Nouvelles acquisitions, vol. 9510, ff. 1-16, 23-29), a number of issues of this newspaper not known to be represented in any American collec-

tion. Through the cooperation of the Library of Congress photostats were obtained. The issues are as follows:

No. 345. Samedi 28 Mai de l'année commune 1803. 4 pages and 2-page supplement. No clue to editor or publisher.

No. 346. Samedi 4 Juin de l'année commune 1803. 4 pages and 2-page supplement.

No. 347. Samedi 11 Juin de l'année commune 1803. 4 pages and 2-page supplement.

No. 348. Samedi 18 Juin de l'année commune 1803. 4 pages and 2-page supplement.

No. 372. Samedi 3 Décembre de l'année commune 1803. 4 pages. Publié par J. B. L. S. Fontaine, rue Royale, No. 43. At the head of the first column, page one, appears this notice: "L'excès des travaux qu'a occasionnés le nouvel ordre de choses, ayant empêché le rédacteur de publier les numèros qui devaient sortir les samedis 3 & 10 de ce mois, il a l'honneur d'assurer MM. ses Abonnés qu'ils n'auront à éprouver qu'un délai & non un déficit; il date, à cet effet, ce numéro du jour où le premier des deux devait paraitre; il suivra la même marche pour le prochain qui sortira la plutôt possible & contiendra la suite de tous les Actes publics & des détails de ce qui a suivi la prise de possession. Nouvelle-Orléans le lundi 12 Décembre 1803."

No. 373. Lundi 19 Décembre de l'année commune 1803. 4 pages.

No. 377. Samedi 7 Janvier de l'année commune 1804. (small pieces cut out of lower corners of pages 3 and 4.)

No. 382. Samedi 11 Février de l'année commune 1804. 4 pages.

No. 383. Samedi 18 Février de l'année commune 1804. 4 pages and 2-page supplement.

Photostatic copies of these issues are now to be found in the Library of Congress, University of Missouri Library, University of Minnesota Library, and Duke University Library.

Le National.

F. Listed in Lay's *Newspaper Record* of 1856.

The New-Orleans Argus.

E. and F. The paper listed by Tinker under the title of *L'Argus.* The issue of August 9, 1830 (vol. 7, no. 1448), published by John Gibson, is in the Huntington Library, and that of October 17, 1833, in the New York State Library.

L'Opinion.

F. Established 1886. Weekly on Sundays. In 1887 and 1888 Louis Arnauld was listed as editor and publisher by Rowell's *American Newspaper Directory* for those years.

Le Propagateur Catholique.

F. Weekly on Saturdays. Issue of July 29, 1876 (vol. 68, no. 1759, 4. sér., vol. 2, no. 12) in Chicago Historical Society (Rowell Collection). Subtitle reads: Journal officiel du Diocèse de la Nouvelle Orléans. 204 Rue de Chartres. Am. Lutton, editor, Rev. A. L. Chassé, assistant. An immense sheet with 8 wide columns to the page. In Rowell's *American Newspaper Directory* for 1877 and 1879, L. Lefargue is listed as editor.

La Renaissance Louisianaise.

Listed in Rowell's *American Newspaper Directory* of 1871 as having currently an estimated circulation of 3000, and in the *Directory* of 1873 as 2880. E. Lefranc, editor and publisher in both years. However, the *Directory* of 1872 lists H. Du Bos as editor and publisher. The suspension of this paper is noted in the *American Newspaper Reporter* of December 1, 1873.

Le Reveil.

Its suspension is noted in the *Printers' and Lithographers' Weekly Gazette* of January 13, 1879, making it probable that it ceased publication late in the preceding year.

Le Sud.

F. Semi-weekly on Thursdays and Sundays. Issues of February 10, 1861 (vol 1, no. 8), March 7, 1861 (vol. 1, no. 15), and April 21, 1861 (vol. 1, no. 28) in the Wisconsin Historical Society.

In the same collection is an "Extra du journal Le Sud" dated April 15, 1861, and printed on one side of the paper only. This contained President Lincoln's call for 75,000 troops. *Le Sud* was "publié par une Société." The address of the "Bureau" was "No. 10 rue St. Pierre, Batisse, Pontalba."

Le Trait d'Union.

F. Established 1887. Every morning. Democratic. André L. Roman, editor; La Compagnie Creole d'Impression et de Publication, publishers, according to Rowell's *American Newspaper Directory* of 1887.

L'Union Médicale de la Louisiane.

Files from January to December 1852 are in the library of the New York Academy of Medicine, and the Boston Medical Library.

OUTSIDE OF NEW ORLEANS

Advocate. Houma.

E. and F. This is the first paper listed by Tinker among those published in the parishes. It is listed in Rowell for 1888 as having been established in 1878, though it seems to me that this date might be open to some question. Perhaps it was a continuation of *Le Courrier de Houma,* which was no longer listed in 1888. In this latter year the *Advocate* was appearing weekly on Saturdays. Democratic. Terrebonne Publishing Co., editors and publishers.

Banner and Courier. New Iberia.

E. and F. Weekly on Saturdays. Established 1870. This was a four-page paper, 23 x 33 inches in size. P. O. Lydon & Co., editors; M. Doré & Co., publishers. So listed in Rowell's *American Newspaper Directory* of 1872. In the *Directory* of 1873, P. Doré appears as editor and publisher.

La Banniére des Habitants. Franklin.

Listed under title of *Planter's Banner* in Census of 1850 as an independent weekly with a circulation of 300. A *Banner* at

Franklin was listed in Lay's *Newspaper Record* of 1856, and in Kenney's *American Newspaper Directory* for 1861, indicating the continuance of the above paper until the latter date at least.

Le Capitolian. West Baton Rouge.

Le Capitolian listed by Tinker was undoubtedly the *Capitolian Vis a Vis* listed by Lay's *Newspaper Record* of 1856 as being published at West Baton Rouge.

Le "Cotton-Boll" de la Louisiane (Louisiana Cotton Boll). Vermillionville.

E. and F. Weekly on Wednesday. J. Y. Gilmore appears as editor and publisher in Rowell's *American Newspaper Directory* of 1873. The issue of June 4, 1873 (vol. 1, no. 26) is in the New York Historical Society (Rowell Collection), showing the date of its establishment to have been December 17, 1872, if there were no interruptions in its publication. By 1876, the French title had been changed to *Grabot de Coton de la Louisiane*, as is attested by the issue of September 20, 1876 (vol. 4, no. 41) in the Chicago Historical Society (Rowell Collection). J. Y. Gilmore was then editor and proprietor. It is to be observed that this paper was being published at the same time as the *Sucrier de la Louisiane* was appearing at New Iberia.

Le Courrier de Houma. Houma.

E. and F. Weekly on Saturdays. A four-page Democratic paper, 24 x 36 inches in page size. Established 1878. Andrew F. Chanfreau, editor; E. F. Bazet, publisher. So listed in *Printers' and Lithographers' Weekly Gazette* of May 5, 1879. Undoubtedly Tinker gives the publisher's name more accurately as Bernard F. Bazet. In 1882, J. T. Sanders was editor and B. F. Bazet publisher. In 1884, B. F. Bazet was publisher, with Edward F. Bazet as editor. From 1885 to 1887, the latter was both editor and publisher, according to Rowell's *American Newspaper Directory* for those years.

Le Courrier de Opelousas. Opelousas.

Issue of Saturday, June 24, 1876 (vol. 23, no. 37) is in the Chicago Historical Society (Rowell Collection). Leonce and L. A.

Sandoz listed as editors and publishers in Rowell's *American Newspaper Directory* of 1889.

Le Courrier du Sud. New Iberia.

F. Weekly on Thursdays. Established 1871. A paper of 8 pages, 19 x 25 inches in size. L. Fischer & Co., editors and publishers. First recorded in the *American Newspaper Reporter* of July 3, 1871, and so listed in Rowell's *American Newspaper Directory* of 1872 and 1874. It appeared in Steiger's list of 1873. Its suspension is recorded in the *American Newspaper Reporter* of December 21, 1874.

Le Courrier du Têche. St. Martinville.

E. and F. From 1868 to 1872, according to the editions of Rowell's *American Newspaper Directory* of 1869 to 1872, G. A. Fournet and T. Bienvenu were editors and publishers. Date of establishment is given as 1850. It appeared in Steiger's list of 1873.

Le Creole. Donaldsonville.

F. Listed in *Traveller and Monthly Gazetteer*, June, 1828, as being published at "Donaldson." Godwin Brown Cotten, editor. Cotten is best known as the publisher of the *Texas Gazette*, at San Felipe de Austin, fourth newspaper in Texas. He also published newspapers at New Orleans, La., 1815-1816; Mobile, Ala., 1817-1819; and Brazoria, Tex., 1832-1833.

Le Démocrate de la Pointe Coupée. Fausse Rivière.

The *Democrat*, published at False River, is listed in Kenny's *American Newspaper Directory* of 1861.

Le Drapeau de l'Ascension. Donaldsonville.

F. According to the editions of Rowell's *American Newspaper Directory* for 1869 and 1870, the paper was published weekly on Saturdays, with Rob. H. Bradford and Felix Reynard as editors, and Sue E. Supervielle as publisher. It claimed 500 circulation.

L'Echo. Pointe Coupée.

Listed in Census of 1850 as a Democratic weekly with 400 circulation. It appears also in Lay's *Newspaper Record* of 1856, and in Kenny's *American Newspaper Directory* for 1861.

L'Echo. St. Martinville.

E. and F. Its establishment is noted in the *American Newspaper Reporter* of February 3, 1873, as a four-page paper, 21 x 32 inches in page size, with J. F. Penne as editor and publisher. It was published weekly on Wednesdays. That it began in 1872 is apparent from the numbering of an issue in the New York Historical Society (Rowell Collection), dated March 15, 1873 (vol. 1, no. 51). If there were no interruptions, the first issue would have appeared on March 30, 1872. It appears in the Steiger list of 1873.

L'Echo de Lafayette. Vermillionville.

An *Echo*, undoubtedly the above paper listed by Tinker, appears in Lay's *Newspaper Record* of 1856, and an *Echo of Lafayette* in Kenny's *American Newspaper Directory* for 1861.

L'Enterprise (Enterprise). New Iberia.

Established 1885 by J. B. Lawton as editor and publisher, according to Rowell for that year, with the materials of the *Iberia Star*. Nothing is said, however, in the *Directory* for this or subsequent years, regarding a section in French. I am inclined to think it never published one.

L'Étoile de Ibérie (Iberia Star). New Iberia.

E. and F. Established 1880, according to Rowell's *American Newspaper Directory* for 1881; Arthur M. Escudier, editor and publisher. Weekly on Saturdays. Democratic. So listed in issues of the *Directory* for 1882 to 1884.

La Floridian. Feliciana Parish.

A weekly Democratic newspaper of this title, with a circulation of 300, perhaps printed in French, is listed in the Census of 1850.

Gazette des Attakapas. St. Martinville.

E. and F. The issue of May 15, 1830 (vol. 6, no. 23) published by T. Devalcourt, is in the Huntington Library. The *Attaka* [sic] *Gazette* was listed in the Census of 1850.

Gazette de La-Fourche (Lafourche Gazette). Donaldsonville.

E. and F. Weekly. Established Jan. 8, 1826. Printed and published by George Bissett. Apparently an entirely different publication from the *Gazette de Lafourche* listed by Tinker. The Library of Congress has Jan. 8-28, Feb. 11, Mar. 4, 25, Apr. 8, 29, May 20, 27, June 24, July 22-Aug. 5, Sept. 16, 1826 (vol. 1, nos. 1-36.)

Gazette des Opelousas. Opelousas.

A *Gazette* is listed in Lay's *Newspaper Record* of 1856.

Gazette des Planteurs (Planters' Gazette).

E. and F. Weekly. Established January 18, 1840, to judge by the date of the earliest issue located, that of April 12, 1845, which was vol. 5, no. 14. In this issue C. M. Haile is listed as publisher. The Library of Congress has Apr. 12-May 17, June 7, 14, 28, July 5, Aug. 2, 16-Sept. 6, 27, Oct. 25, 1845. The latter issue is vol. 5, no. 42. A *Gazette* is listed in Lay's *Newspaper Record* of 1856, and in Kenny's *American Newspaper Directory* for 1861.

Grabot de Coton de la Louisiane. Vermillionville.

See *Le Cotton-Boll de la Louisiane.*

Iberia Statesman. New Iberia.

F. and E. Weekly on Saturdays. Established 1871. Leet & Wakefield, editors and publishers. A 4-page paper, 22 x 32 inches in size. So listed in Rowell's *American Newspaper Directory* of 1872, 1873, and 1874. It was said to have 500 circulation and to be the "leading republican paper in South-west Louisiana; has five hundred colored readers, and a large list of whites, including four hundred who only read the French side; official journal of State and parish." Appears in Steiger's list of 1873.

Iberville South. Plaquemine.

E. and F. Weekly on Saturdays. Democratic. Listed in Rowell's *American Newspaper Directory* of 1869, 1870, and 1871 as having been established in 1865; C. Ward, editor and publisher. In the same directory for 1872, 1873, and 1874, J. H. Shanks appears as editor; Shanks & Vesey, publishers. In the 'eighties the paper reappears in the directories, still claiming 1865 as its date of establishment, but printed in English only.

L'Impartial. Vermillionville.

Listed in Lay's *Newspaper Record* of 1856, and in Kenny's *American Newspaper Directory* for 1861.

L'Indépendant. Abbeville.

The *Independent* is listed in Lay's *Newspaper Record* of 1856 and in Kenny's *American Newspaper Directory* for 1861.

L'Interim. St. James.

E. and F. Weekly on Saturdays. According to Rowell's *American Newspaper Directory* for 1889, R. H. Snyder, Jr. was editor and publisher, and the paper was established in 1888. In the *Directory* for 1889 and 1890, F. B. Dicherry is listed as editor and publisher.

Le Journal de Côte. Donaldsonville.

The *Coast Journal* is listed in Lay's *Newspaper Record* of 1856, and in Kenny's *American Newspaper Directory* for 1861.

Le Journal (Journal). New Iberia.

F. and E. Weekly on Saturdays. From 1882 to 1884, A. Doré was editor and publisher, according to Rowell's *American Newspaper Directory* for those years. It does not appear in the *Directory* for the following year.

Lafayette Advertiser. Vermillionville.

F. and E. Established 1865. It was listed regularly in Rowell through 1889, with William B. Bailey still editor and pub-

lisher. Name of editor and publisher is given consistently in Rowell's *American Newspaper Directory* as William B. Bailey, and is so printed in the issue of January 18, 1873 (vol. 8, no. 13) in the New York Historical Society (Rowell Collection). The French section continued to 1889 but was discontinued before the issue of Rowell's *American Newspaper Directory* of 1890. It was still being published by Wm. B. Bailey but the name of the place of publication had been changed to Lafayette.

Lafourche Republican. Thibodaux.

The *American Newspaper Reporter* of Aug. 14, 1871, says the *Lafourche Republican* was beginning its third volume and that the French part was being discontinued.

Louisiana Farmer. New Iberia.

E. and F. Established 1880, according to Rowell's *American Newspaper Directory* for 1885. Weekly on Saturdays. Democratic. Editor and publisher for 1885 to 1887 was A. M. Escudier, who in 1884 had been publisher of the *Iberia Star*, which this paper probably succeeded. In 1888 Charles Escudier had replaced him.

The Louisiana State Gazette and Creole. Donaldsonville.

E. and F. Weekly on Saturdays. Established October 3, 1829, to judge by the numbering of the first and only issue located; that of May 15, 1830 (vol. 1, no. 33) in the Huntington Library. In this issue the paper is stated to be "printed and published by C. W. Duhy, state printer." It seems probable that this paper was a continuation of *Le Creole* and that it was in turn continued by the *Louisiana Gazette*, likewise published by Duhy.

Le Méridional. Abbeville.

F. and E. E. J. Addison was editor and publisher at least as early as 1868 for he is so listed in the editions of Rowell's *American Newspaper Directory* for 1869, 1870, and 1871. Weekly on Wednesdays in 1869; on Saturdays in 1870 and 1871.

Le Meschabébé. Abbeville.

Issue of April 5, 1873 (vol. 21, no. 14) is in the New York Historical Society (Rowell Collection) and that of August 12, 1876 (vol. 24, no. 33) in the Chicago Historical Society (Rowell Collection).

The *Printers' and Lithographers' Weekly Gazette* of April 28, 1879, reports that this newspaper was then being "dated and issued at Bonnet Carré". It was thenceforward published from that place.

Le Messager. Bringier.

Listed in Lay's *Newspaper Record* of 1856.

Minerve. Thibodaux.

The *Minerva* is listed in the Census of 1850 and in Lay's *Newspaper Record* of 1856.

Le Nationalleir. Plaquemine.

Le National, undoubtedly the same paper listed as above in Kenny's *American Newspaper Directory* of 1861, is listed in Lay's *Newspaper Record* of 1856.

L'Observateur. Pointe à la Hache.

E. and F. Issue of July 24, 1875 (vol. 3, no. 12) in Chicago Historical Society (Rowell Collection), pointing to 1873 as the date of its establishment. Francis S. Caro, manager and editor. In Rowell's *American Newspaper Directory* for 1877 it was listed as being published in English only.

Le Patriote de Opelousas. Opelousas.

The *Patriot* is listed in Lay's *Newspaper Record* of 1856.

Le Pilote du Teche (Teche Pilot). Jeanerette.

The *Teche Pilot* is listed in Rowell from 1887 to 1890 as having been established in 1887, but there is no mention of its being published in any language other than English. Weekly on Satur-

days. Independent. P. W. Roane, editor and publisher in 1888; Joseph W. Carew, in 1889 and 1890.

Planter's Advocate. Donaldsonville.

George Edward Fenety, born at Halifax, N. S., in 1812, learned the newspaper business in the office of Hon. Joseph Howe's *Nova Scotian*, and went to New York in 1835. Soon after he became associate editor and later proprietor of the *Planter's Advocate* at Donaldsonville, La. No specific evidence that this paper was bi-lingual, but in view of the character of the population at Donaldsonville at that time, it seems likely that it was published in English and French. The climate forced Fenety to move. He went to St. John, N. B., in 1839, and there founded the *Morning News*, the first penny paper in the Maritime Provinces of Canada. This statement is based on a biographical sketch of Fenety in W. G. MacFarlane, *New Brunswick Bibliography*, St. John, 1895, p. 30.

La Presse de Calcasieu. Calcasieu.

The *Press* is listed in Lay's *Newspaper Record* of 1856 but as being published at Calcasieu. It does not appear in Kenny's *American Newspaper Directory* of 1861.

Le Progrès de St. Landry. Opelousas.

E. and F. Weekly on Saturdays. According to Rowell's *American Newspaper Directory* for 1869, E. Bentley and C. E. Durand were editors; Donato & Co., publishers.

Le Progrèe de Terrebonne. Houma.

E. and F. Listed in Rowell's *American Newspaper Directory* of 1879, indicating its continuance to end of 1878 at least. A. Jolet, Jr., was then editor; Jolet & Michelet, publishers.

Le Rappel Louisianais. Convent.

Continuation of *Le Louisianais* of Gentilly. In 1884 it was edited and managed by A. L. Roman, whom we find in 1887 editing *Le Trait d'Union* in New Orleans. This paper does not appear in the *Directory* for 1885.

Register. Franklin.

The above newspaper, listed in Lay's *Newspaper Record* of 1856 as being published at Franklin, in St. Mary's Parish, is undoubtedly the paper listed by Tinker as *Register of St. Mary's Parish.* The *Attakapas Register* at Franklin is listed in Kenny's *American Newspaper Directory* of 1861.

La Republican. Lake Providence, Carrol County (Parish).

A weekly Whig newspaper of this title, with a circulation of 350, perhaps printed in French, is listed in the Census of 1850.

La Revue (Review). Marksville.

E. and F. Established 1880. Weekly on Saturdays. From 1883 to 1886, A. M. Gremillion was editor and publisher, according to Rowell for those years. The *Directory* for 1887 makes it appear that the French section had been discontinued. In that year William Hall was editor, with A. M. Gremillion continuing as publisher.

The Rice Planter. Pointe à la Hache.

This newspaper, listed in Kenny's *American Newspaper Reporter* of 1861 as being published at Pointe à la Hache, is undoubtedly the paper of same title listed by Tinker.

La Ruche Louisianaise. Bonnet Carré.

F. Weekly on Wednesdays. Established 1876 according to Rowell's *American Newspaper Directory* for 1877, it was edited and published by Charles Lasseigne. It was 10 x 14 inches in page size; eight pages to the issue. It was independent in politics and was said to be the "only paper published in Bonnet Carré; a good family paper." Its suspension is noted in the *American Newspaper Reporter* of September 24, 1877.

La Sentinelle des Attakapas (Attakapas Sentinel). St. Martinville.

E. and F. Weekly on Thursdays. A four-page paper, page size 22 x 32 inches. Its establishment, with A. Doré as editor and publisher, is recorded in the *American Newspaper Reporter* of

December 22, 1873. In 1876 it was published on Saturdays, as appears from the issue of April 1, 1876, in the Chicago Historical Society (Rowell Collection). A. Doré was then publisher. The paper is listed in Rowell's *American Newspaper Directory* of 1879.

La Sentinelle de Thibodaux (The Weekly Thibodaux Sentinel). Thibodaux.

E. and F. Weekly on Saturdays. Listed in Rowell's *American Newspaper Directory* of 1870 as having been established in 1865. P. E. Loris & Co., editors and publishers. In the *Directory* of 1872, S. T. Grisamore and F. Sancan appear as editors, and F. Sancan as publisher. The paper then claimed 600 circulation and was described as "the oldest paper in Lafourche parish; the official journal of the town of Thibodaux, the only Democratic or conservative paper in the parish, where there is a large Democratic majority." The issue of April 26, 1873 (vol. 8, no. 39) is in the New York Historical Society (Rowell Collection); S. T. Grisamore and F. Sancan, editors.

The issue of Saturday, August 19, 1876 (vol. 12, no. 3) is in the Chicago Historical Society (Rowell Collection); F. Sancan, editor and business manager.

St. James Courier. Convent.

E. and F. Established 1888. Weekly on Saturdays. J. N. Gourdain, editor and publisher according to Rowell's *American Newspaper Directory* for 1890.

St. Martin Times. St. Martinville.

E. and F. Weekly on Saturdays. Established 1871. Its establishment was noted in the *American Newspaper Reporter* of Jan. 1, 1872. A four-page Republican newspaper, page size 22 x 32. Theogene Castille, editor and publisher. So listed in Rowell's *American Newspaper Directory* of 1872. It appears in Steiger list of 1873.

Le Sucrier de la Louisiane (The Louisiana Sugar Bowl). New Iberia.

E. and F. Weekly on Thursdays. This paper must have been established toward the end of 1870, for it is recorded from an actual copy in the *American Newspaper Reporter* of January 16, 1871. John Y. Gilmore was editor and publisher from the beginning. It was a four-page paper, page size 26 x 38, and the subscription price was $3.00 a year. Rowell's *American Newspaper Directory* of 1873 incorrectly gives the date of establishment as 1872. The issue of January 23, 1873 (vol. 3, no. 14) is in the New York Historical Society (Rowell Collection) and that of August 31, 1876 (vol. 6, no. 43) is in the Chicago Historical Society (Rowell Collection). J. Y. Gilmore continued as editor and publisher in 1872, 1873, 1876, and 1877 (*Directory* of those years) and undoubtedly in the intervening years. This newspaper was certainly not a continuation of the *Grabot de Coton* which was being published at Vermillionville in 1876.

Tribune. Pointe Coupée.

The *Tribune,* without indication of language, is listed in both Lay's *Newspaper Record* of 1856 and Kenny's *American Newspaper Directory* of 1861.

L'Union de Pont Breaux (Union). Breaux Bridge.

E. and F. Established 1888 according to Rowell's *American Newspaper Directory* of 1890. Weekly on Saturdays. H. A. Van der Cruyssen, editor. Breaux Bridge Publishing Co., publishers.

Le Villageois. Marksville.

This paper appears to have been revived, but without a French section, as it is listed in Rowell's *American Newspaper Directory* of 1869 as being established in 1845 and having been published in 1868, weekly on Saturdays, with the title *Villager.* At that time Lafargue & Edwards were editors and publishers. It suspended in 1871.

ACTIVITIES OF THE LOUISIANA HISTORICAL SOCIETY DURING THE PAST YEAR

As a matter of permanent record it seems fitting that the activities of the Society should be here briefly outlined. The following brief account has been compiled by the Editor, with the aid of the minutes of the various meetings, supplied by the Recording Secretary, Mr. William Boizelle, of New Orleans.

Meeting of October 23, 1934

On this date was held the commemorative exercises in memory of Henry Plauché Dart, late Editor of the Quarterly. The program was a very impressive one, many fine tributes being paid to Mr. Dart by public officials of the State of Louisiana and of the City of New Orleans, and by officers of the Louisiana Historical Society, the State Bar Association, and of three institutions of higher learning in the State—Louisiana State University, Tulane University, and Loyola University. The numerous speakers depicted Mr. Dart as an outstanding member of the legal profession, as a historical student and editor of eminence, and as a public spirited citizen of high standing in New Orleans and Louisiana.

The full texts of these addresses have already been published in the April, 1935, number of the Quarterly.

Meeting of December 20, 1934

The program of this meeting was devoted to the celebration of the sesquicentennial of the birth of General Zachary Taylor and the one hundred thirty-first anniversary of the Louisiana Purchase. Dr. Wendell H. Stephenson, Professor of American History, Louisiana State University, and Mrs. James J. McLoughlin, Founder of the Zachary Taylor Monument Movement, delivered splendid addresses on the career and public services of Zachary Taylor. Professor Walter Prichard, of the Department of History, Louisiana State University, and newly appointed editor of the Quarterly, spoke on the "Background of the Louisiana Purchase", and the Hon. James Wilkinson, Second Vice-President of the Society, gave an interesting address on "New Light on One of the

American Commissioners", in which he presented some new material on certain phases of the career of his ancestor, General James Wilkinson, whose biography he has been for some time engaged in writing and which has recently been published.

Meeting of January 8, 1935

In accordance with the long established custom of the Society, the anniversary of the Battle of New Orleans was celebrated with a banquet at the Patio Royal, at which were present many members of the Society and many notables who came as special guests for the occasion. After the usual appropriate toasts had been given, the program of the evening centered around the contributions of different nationalities to the culture and civilization of Louisiana. The Hon. Fernand Saugon, Vice-Consul of France, spoke on the French contribution to Louisiana; Dr. A. G. Bravo, Vice-Consul of Spain, traced briefly the contribution of his nation; Cav. Dr. Vitale G. Gallina, Royal Consul of Italy, elaborated the work of the people of Italy in the development of Louisiana; Dr. E. Wendler, Consul of Germany, told briefly of the part played by Germans in Louisiana's history; the Hon. James J. A. Fortier, President of the Board of Curators of the Louisiana State Museum, spoke of the influence of the Creoles in the development of Louisiana; and Professor Walter Prichard, Editor of the Quarterly, told of the place of the Anglo-Americans in Louisiana History.

The various speakers each contributed something to the understanding of the varied racial background of Louisiana today.

Meeting of February 26, 1935

The program of this meeting was mainly a symposium on the "Contribution of the Italian People to the History and Culture of Louisiana." A large assemblage of the people of Italy, both foreign and American born, were present as the special guests of the Society to hear the address of the several speakers.

Dr. Joseph C. Menendez gave a short sketch of the career of Enrico Tonti, who accompanied the Chevalier de la Salle down the Mississippi River, on his voyage of exploration in 1682. He also spoke briefly of the work of Francisco Vigo, who was born in 1747 and arrived in New Orleans in 1774, particularly stressing his mercantile ventures in the Mississippi Valley. Dr. Menendez

also told of the activities of the Italian Jesuits who came to Louisiana in the middle of the eighteenth centry, and closed his address with a citation of the prominent Italian names which appear in the diverse and advanced activities of government, finance and professional life of Louisiana today.

Dr. Frank A. Loria read a scholarly paper which traced the names of the prominent Italians in American and Louisiana History from the earliest Italian navigators to recent times. As reasons for the settlement in New Orleans and Louisiana of large numbers of Italians, he expressed the opinion that they were attracted by their Latin kinship with the French and by the climate that was reminiscent of Italy. He pointed out that many Italians had entered the military and naval service of France in colonial days and had remained permanently in the colonies to which they had been sent.

In an impromptu address, Dr. Joseph A. Danna, celebrated surgeon of New Orleans, told of his arrival here with his mother and sister and of the hardships and discouragements by which Italian immigrants were confronted, but which handicaps and obstacles many of his countrymen had overcome by their courage and ability, as witnessed by their ultimate achievement of success and prosperity in their new home.

President Edward A. Parsons closed the meeting with a brief address in which he paid a glowing tribute to Italy's contribution to the civilization of Louisiana, America and the world.

Meeting of March 26, 1935

This meeting of the Society was mainly devoted to business of the Society. A resolution was adopted heartily approving the project for the publication of the public records and official papers of the Territory of Orleans, under the auspices of the Department of State of the United States; but by another resolution the Society went on record that "in passing the foregoing resolution it is understood that as the legal custodian of the historical State papers of Louisiana, it has no authority nor does it approve of the removal of any of said papers from the confines of the State of Louisiana or the custody of the Society."

At the conclusion of the business session, Mr. James Wilkinson addressed the Society regarding the motives which prompted him to write his recently published volume on "Wilkinson, Soldier and Pioneer." He gave as his chief reasons the desire to clarify the conflicting stories and statements regarding General Wilkinson and to show the great partisanship and political and personal bias of his contemporary critics.

Meeting of April 16, 1935

This meeting was devoted mainly to the reading of a manuscript prepared by Mr. Richard X. Evans, of Washington, D. C., on the career of Alexander Dimitry. In the absence of Mr. Evans, President Edward A. Parsons read his paper dealing with the life, education and varied pursuits of Louisiana's first State Superintendent of Public Education. Mr. Dimitry was born on February 7, 1810, and died in New Orleans on January 29, 1883. After graduating from Georgetown College, he took up the study of law, but soon changed over to the field of education with which he is most prominently identified. In 1835 he married Mary Mills, daughter of Robert Mills, the nationally known architect. He became a part owner of the French newspaper L'Abeille, and wrote many literary criticisms for its pages. Several times he served the United States government in the diplomatic service, from which he resigned at the beginning of the Civil War to join the cause of the Southern States. Alexander Dimitry has left to posterity an ideal of enduring fame for scholarship, integrity, devotion to education and teaching, simplicity of life, and patriotism.

This manuscript on the career of Alexander Dimitry will be published in a later number of the Quarterly.

Meeting of May 28, 1935

At this meeting the Society resolved to hold a meeting in Shreveport on July 1, to assist in the celebration of the Centennial of the founding of that city. This action was taken as a result of an urgent invitation tendered the Society by J. Fair Hardin, Vice-President for North Louisiana, and Chairman of the Shreveport Centennial Committee.

Among other business matters coming before the Society at this meeting the election of His Grace, Joseph Francis Rummel,

D.D., newly appointed Archbishop of New Orleans, as an Honorary Member of the Louisiana Historical Society, is worthy of record.

At the conclusion of the business session, President Edward A. Parsons, in the absence of the author, read the manuscript by Mr. Trist Wood, on the life of Louis Guillaume Valentine Dubourg, second Bishop of the Province of Louisiana, son of Pierre Dubourg, Chavalier Sieur de Rochemont, and Marguerite de Vaugluzon, born in Santo Domingo on February 13, 1766, and died as Archbishop of Besancon in 1837. Ordained a priest in 1788, he fled to Spain to escape the Reigh of Terror of the French Revolution and finally arrived in Baltimore on December 17, 1794. He was appointed President of Georgetown College, which position he held for three years, resigning on July 17, 1799, to assist in the establishment of a seminary in Havana. However, he soon returned to Baltimore and opened St. Mary's Academy, or the Academy Dubourg, which later became St. Mary's University, and was chartered by the State of Maryland. He assisted the Sisters of Charity to establish the Order of St. Joseph, which had a school in New Orleans known as St. Simeon's Select School, attended by President Edward A. Parsons and his friend, Judge Pierre Crabites.

The incident of the Bishop's cold reception by the citizens of New Orleans was recalled, as well as his offering of the Mass in the old Ursulines Convent during the progress of the Battle of New Orleans, and his reception of General Andrew Jackson at the door of the Cathedral. His works show him to have been endowed with a will to serve his Church and his Country, in the future greatness of both of which he had an unbounded faith, which was poorly appreciated by his contemporaries in Louisiana.

It is hoped that the above manuscript on Bishop Dubourg may be published in full in a later number of the Quarterly.

Shreveport Meeting, July 1, 1935

The meeting of the Society in Shreveport to assist in the celebration of the Centennial of the founding of that city, was of great interest to all those in attendance. This was the first time the Society has ever held a meeting in Shreveport, but it is hoped that the Centennial Celebration has aroused such interest in the

history of that section of the State that a live section of the Louisiana Historical Society may be established there which will hold frequent meetings in the future.

As a fairly full account of the Shreveport meeting is given in the introduction of Mr. J. Fair Hardin's article on the History of Shreveport and the Centennial Celebration at that place, which is printed in this number of the Quarterly, it is unnecessary here to elaborate on the program or the great success of that meeting.

Baton Rouge Meeting, July 22, 1935

As has been the custom for the past few years, the annual meeting of the Society in Baton Rouge was held at the Louisiana State University on the above date. The meeting was sponsored, as previous meetings there have been, jointly by the Graduate School and the Department of History of the Louisiana State University. The program prepared for this meeting, while not so elaborate and crowded as those of former years, was greatly enjoyed by the members and guests present. After a luncheon in the Venetian Room, at which members of the Society and their friends were guests of the University, a brief session was held. The visitors were then invited to view the historical relics and documents in the Dixie Museum of the University, where Professor Eugene M. Violette, the curator, had made special arrangements for receiving the guests. After the trip to the Dixie Museum, the party was conducted to the Hill Memorial Library, where Mr. James A. McMillen, University Librarian, had arranged a display of rare maps, books, pamphlets, manuscripts, and newspapers, reflecting the History of Louisiana.

The informality of the great part of the program left the visitors free to wander at will about the campus of the University, and this feature of the program seemed to meet with the hearty approval of most of the guests, who in past meetings had been entertained too formally by a series of round-table conferences, formal lectures, etc.

THE APPROACHING CENTENNIAL OF THE LOUISIANA HISTORICAL SOCIETY

The Louisiana Historical Society was founded on January 15, 1836, and the one hundredth anniversary of that event will be celebrated by the Society, with appropriate ceremonies, in January, 1936. The anniversary of the Battle of New Orleans has long been celebrated by the Society with a banquet on January 8, and the tentative plans already worked out by the Executive Committee contemplate a series of celebrations beginning with the annual banquet and terminating with the final ceremonies on January 15, 1936, the centennial of the founding of the Society. While the main events of the centennial program will take place in New Orleans, it is hoped that members of the Society may be induced to arrange local celebrations at various points throughout the State as a part of the general celebration.

Invitations will be extended to all the national, sectional, state and local historical and kindred societies throughout the United States, and to some in foreign countries, to send delegates or representatives to participate in this centennial celebration, and it is hoped that these invitations may meet with a hearty response.

Final plans for the series of events comprising the celebration are soon to be perfected, after which programs of the complete events will be mailed to members of the Society and to the other historical and kindred societies which are invited to participate.

One of the ends which the Executive Committee hopes to achieve as a result of the centennial celebration is an extension of the interest in and the influence of the Society, particularly within the State of Louisiana. In this connection the Executive Committee wishes to impress upon the members of the Society that it is their Society, and that the members of the Committee are merely their servants in promoting and carrying on the work of the organization. Each member of the Society is urged to contact some friend who is interested in Louisiana History, and to solicit that friend to become a member of the Society. The slogan which the Executive Committee has adopted for enlarging the membership of the Society between this date and the time of the centennial celebration is: "Every member of the Society shall strive to secure at least one new member.

THE NEW EDITOR COMPLETES HIS FIRST VOLUME

With this October number of the Quarterly the new Editor completes his first year in the editorial chair. He was induced to accept the position, with all its responsibilities, because of his keen interest in Louisiana History, and because of his belief that he might in that capacity assist in the furtherance of the cause of historical scholarship in this State. His task has been no easy one. His predecessor in the editorial chair had set a high standard of excellence for the Quarterly, which has been an inspiration and a challenge to the new editor. However, the new editor has enjoyed his work in editing the Quarterly. The evaluation of his editorial efforts is left to the judgment of the members of the Society and other readers of the Quarterly. If they like the type of publication he has turned out, they should tell others; if they do not like it, they should tell the editor. He is always glad to receive constructive criticisms and suggestions for the improvement of the publication.

The editor wishes to impress upon the members of the Louisiana Historical Society that the Quarterly is their publication, and that he is merely their agent for carrying into execution to the best of his ability their views as to just what the Quarterly should be. Members of the Society can render valuable assistance to the editor by sending in for publication manuscripts, diaries, old letters, and other unpublished historical materials dealing with any phase of Louisiana History. Any such family papers which may be submitted for publication will be carefully handled and will be returned to the owners as soon as copies have been made for the printers. Such publication of valuable historical papers in the pages of the Quarterly will serve the cause of Louisiana History, and will at the same time preserve the materials for posterity in case the originals should be lost by fire or other unavoidable cause. Another way in which the members of the Society can assist the editor is by calling attention of their friends and acquaintances to the Quarterly as an outlet for the publication of any worthy articles which they may have prepared on the general field of our State's history.

It should be unnecessary to say here that the editor is limited in his selection of materials for publication in the Quarterly to the manuscripts and other historical documents which are submitted to him or which he may be able to secure in some other way. While he makes no pretense of offering to publish in the Quarterly every contribution that may be sent him for that purpose, yet a wider field from which to select his articles makes for a better Quarterly. A better Quarterly, if possible, is the chief ambition of the editor, and this aim should meet with the hearty approval of its readers.

The new editor has not been entirely unhampered in his selection of articles for publication during the past year. Quite a large number of manuscripts which had been accepted for publication had accumulated in the files of his predecessor, and it has been necessary to publish these at as early a date as possible in order to keep faith with the contributors. This statement is made as a partial explanation of the delay in the publication of some of the manuscripts which have been submitted to the new editor. However, the manuscripts from the files of the former editor are being gradually put into print, and the manuscripts submitted directly to the new editor, and accepted by him for publication, will all appear in due time. The plan adopted by the new editor has been to publish new materials in advance of manuscripts already accepted for publication only when the new materials were particularly timely or when their publication would help to round out a particular number of the Quarterly. The size of the journal has also been expanded somewhat so as to take care of some of the manuscripts which have been awaiting publication for some time.

Just at this time the editor is desirous of securing some additional materials for the January number of the Quarterly, dealing with the History of Louisiana approximately a century ago. The January number is to be called the "Pre-Centennial Number" and it is planned to have it off the press and in the mails before the end of December. The April number will carry a full account of the centennial of the founding of the Louisiana Historical Society, and will be called the "Centennial Number." Should a greater number of worthy articles be submitted on the history of Louisi-

ana a century ago than can be included in the January number, they will be printed in the April number. There are doubtless available many good things on this period of the history of our State, and this is an appeal to the readers of the Quarterly to see to it that such materials are placed in the hands of the editor.

The publication of an outstanding historical journal must of necessity be a co-operative enterprise. It cannot be a one man job, since it is impossible for any one individual to produce enough worthy articles to fill the pages of such a journal as the Louisiana Historical Quarterly. The editor therefore invites the assistance of his readers in this editorial enterprise.

RECORDS OF THE SUPERIOR COUNCIL OF LOUISIANA
LXV.

October-December, 1747.

(Continued from July, 1935, Quarterly)

By HELOISE H. CRUZAT
Marginal Notes by Walter Prichard

By the Editor of the Quarterly

List of Officials of Louisiana participating in the work of the Superior Council of Louisiana contained in this installment:

De Vaudreuil, Pierre Rigaud Cavagnol, Governor
Le Normant, Sebastian Francois Ange, First Judge and Commissaire Ordonnateur
Henry, Nicolas, Clerk of the Superior Council and Notary
Chantalou, Augustin, Sheriff
Lenormand, Marin, Deputy Sheriff
De Benac, Etienne, Town Major of New Orleans
Raguet, Jean Baptiste, Councillor, also acting as Procureur General
Lafreniere, Nicolas Chauvin de, Councillor
Le Bretton, Louis Cesaire, Councillor
De Noyan, Gilles Augustin Payen, Lieutenant of the King
Barbin, Nicolas Godefroy, Attorney of Vacant Estates
Potin, Bernard Louis, Notary at Pointe Coupée
Chanfret, Claude Trenaunay, Commandant at Pointe Coupée
Cantrelle, Jacques, an employee

October 3, 1747.

30656. No. 126. 4437. 2½ pp.

Petition of Laurent Lerable for inventory of his property, and for family meeting to elect tutor for his two minor children, as he is about to marry again.

Petition to Mr. Le Normand (Lenormant), Commissioner General of the Marine, Ordonnateur (Intendant) and First Judge in the Superior Council of the Province of Louisiana, by Laurent Lerable, for inventory of his property, and that a family meeting be called in order to elect a subrogate tutor to his two minor children, as he is about to marry again. Signed: Laurent Lerable.

Petition referred to Procureur General of the King.

October 3, 1747. Order to communicate to the Procureur General of the King. Signed: Lenormant.

Family meeting called by Procureur General, and inventory of property ordered.

October 7, 1747. Family meeting called by the Procureur General to elect a subrogate tutor, and afterwards an inventory of property to be taken. Signed: Raguet.

30657.

Notices of family meeting served.

October 7, 1747. Notices served on relatives and friends to attend the family meeting. Signed: Lenormand.

Edges of document curled, and lower margin eaten away.

October 4.

30663. fo. 3.
4438. 2 pp.

Apprenticeship of a minor orphan, with terms of the contract.

Contract of Apprenticeship of Bernard Longueville (He signs: "Longeuille"), minor orphan, born in Bordeaux but abandoned in this Colony, to Doyon, tailor of New Orleans, by Jean Baptiste Raguet, who has placed him with honest folks to learn a trade, for four consecutive years. He has promised to teach him how to read and write, to lodge and support and clothe him, according to his condition, and in fine to treat him as a father; and Longueville on his part agrees to obey and respect him, not to work elsewhere, under penalty of being brought back, as also Doyon cannot send him away until the expiration of the term agreed upon, without paying costs and damages.

Signed: Bernard Longeuille; Chantalou; doyon; Lenormand; Henry, notary.

October 5.

30665. fo. 3.
4439. 1¾ pp.

Abandonment, by husband and wife, of property to the heirs of the wife's deceased former husband, under terms and conditions specified.

Act of Abandonment to the Delery Heirs. Appeared before the Registry of the Superior Council, Mr. Pierre Payen Benoit de Chavoye and Dame Marie Faucon Dumanoir, his wife, former widow in community with deceased Joseph Chauvin Delery, who have said and declared that the said lady, his wife, by usufruct during her lifetime possessed a plantation at the "Chapitoulas", measuring fifteen arpents frontage by ordinary depth, with all thereon, acquired by deceased Sr. Delery from the Kolly succession, forming a part of the Ste. Reine concession, owned on one side by Mr. de la Freniere and on the other side by Sr. Antoine Chauvin des Lslets; costing more than the returns, wherefore it is abandoned to the heirs of deceased Sr. Delery, resigning all the land and the effects. Hereafter they are to inhabit and cultivate it, of which fact the Delery heirs have been notified. They are held

to reimburse the sum of 1700 livres, the price of the purchase made by deceased Sr. Joseph Delery, which they paid for their goods.

Signed: Chvr de Chavoy; Cantrelle; marie faucon Dechavoy; Chantalou; Henry, notary.

October 7.

No. 1111. 3 pp.

Members present at session of the Superior Council.

Session of the Superior Council, where were present MM. de Vaudreuil, Governor; Le Normant, Commissioner General of the Marine; de la Freniere and Le Bretton, Councillors; and Councillor Raguet, acting as Procureur General. Judgments rendered in the following cases:

Volant and Chauvin vs. Graveline.

1. Sr. Jacques Volant and Sr. Jacques Chauvin, plaintiffs, vs. Sr. Beaudreau Graveline, defendant. Judgment in default against defendant, and order that he be cited again. Costs pending.

Degoutin vs. Tesson.

2. Sr. Deville Degoutin, as husband of Marie Monique Caron, plaintiff, vs. Sr. George Tesson, tutor of the minor Caron, defendant. Council orders that accounts and debts be produced and submitted to Mr. Lafreniere as referee; justice to be done on his report.

Plassan vs. des Loriers.

3. Sr. Plassan, plaintiff, vs. Sr. Baudemont des Loriers, defendant. Second default against the defendant, and Council orders defendant to pay 440 livres remaining, with interest and costs.

Le Gros vs. Bourbon.

4. Jean Baptiste Le Gros, called La Tendresse, plaintiff, vs. Sr. Louis Bourbon, defendant. Council before rendering judgment orders that lots and buildings be examined by M. Broutin, Engineer of the King, to be reported thereon. Costs pending.

Devoyere vs. Mounier.

5. Pierre Devoyere, acting as husband of the minor La Roche, plaintiff, vs. Sr. Mounier, as husband of the Widow La Roche, defendant. Council orders defendant to render account of La Roche succession. Costs pending.

Chantalou vs. de Boisclair.

6. Sr. Chantalou, acting under procuration of Sr. Paul Rateau, (Rasteau), plaintiff, vs. Nicolas Chauvin de Boisclair, defendant. The case being heard, Council orders that the parties count together the sums paid to Sr. Boisclair. Costs pending.

Chantalou vs. Carriere.

7. Sr. Chantalou, officially, plaintiff, vs. Sieur Jacques Carriere, defendant. Council orders defendant to furnish account of what he supplied to the ship La Perle, owned by Sr. Rasteau. Costs pending.

Chantalou vs. Carriere, Buquoy, Barré, Castaing, Landes and Larche.

8. Sr. Chantalou, officially, plaintiff, vs. Sr. André Carriere, Henry Buquoy, Paul Barré, Castaing called Toulouse, Jean des Landes and Jacques Larche, defendants. Council has rendered judgment in default against all the defendants, except Castaing, and has ordered them to court again. Costs reserved. Signed: Lenormant.

October 7.

30672. fo. 3.
4441. 2¼ pp.

Discharge to Barbin, Attorney of Vacant Estates, in matter of D'Auseville succession.

Discharge to Barbin, Attorney of Vacant Estates, by Sr. St. Martin de Jaureguibery, acting under procuration of Joseph Hypolite Bert de Senneville, Lieutenant of a Company in Canada, whose receipt he holds for various sums sent Senneville from the succession of D'Auseville; the remainder to be handed to Sr. St. Martin. Signed: St. Martin; Chantalou; Lenormand.

30673.

Discharge to St. Martin, by Vitry, in matter of Mallet succession.

October 7, 1747. Discharge given by Rev. P. Vitry, Superior of the Jesuits, to Sr. St. Martin, representing the succession of deceased Pierre Mallet, for the sum of 636 livres, 8 sols, 4 deniers, due to his community. Signed: Vitry, S. J.; Lenormand; Chantalou; Henry, notary.

October 7.

30675. fo. 3.
4442. 3 pp.

Discharge to Barbin, Attorney of Vacant Estates, in matter of La Riviere succession.

Discharge to Barbin, Attorney of Vacant Estates, by Sr. Raymond de St. Martin Jaureguibery, acting for Antoine Laniel, called des Roziers, and Marianne Vauban, his wife, the sums receipted for coming from the succession of Jean Baptiste La Riviere, his heiress being Marianne Vauban.

Signed: St. Martin; Lenormand; Chantalou.

30676.

Receipt of Vitry to St. Martin, in matter of La Riviere succession.

October 7, 1747. Receipt tendered Sr. St. Martin by P. Vitry, in the name of his community, for 927 livres, 4 sols, 4 deniers, due by succession of J. B. La Riviere.

Signed: Vitry, Jes.; Chantalou; Lenormand; Henry, notary.

October 7.
30667. 5 pp.

Marriage contract of Laurent Lerable and Jeanne Asselin.

Marriage Contract of Laurent Lerable, son of Laurent Lerable and Elizabeth Goisset, both deceased, widower of Widow Laprade, secondly of Marie Jeanne Dupuy, these presents contracting with Jeanne Asselin, minor daughter of Thomas Asselin

and Jeanne Hubert, now Widow Brunet.

Signed: Laurent Lerable; catrine aslin; Garic avt.; S. Goudeau; Cacadier; daniel hubert; Chantalou; Lenormand; dusigne; Henry, notary.

October 7. 4 pp.

Action before the Superior Council to prevent the dissipation by an illegitimate son of the property of a succession, to the detriment of other heirs.

Excerpt from Registers of the Superior Council. Between Sr. Jean Gregoire Vollant, Captain commanding a company of the Swiss Regiment of Karrer in this Colony, as having married Marthe Chauvin, a niece of Marthe La Vergne, who when living was the wife of Jean Beaudreau, called Graveline. Seen by the Council the petition of Srs. Vollant and Chauvin, nephews of Marthe La Vergne, who brought to her marriage dowry rights and augmented her community by several purchases. Sr. Beaudreau is allowing his son by a clandestine marriage to waste their aunt's fortune, wherefore they are willing to lodge the said Graveline in their home and to assist him in view of his senile condition, decreeing that he may not be allowed to sell anything proceeding from said succession until further orders.

Signed: By the Council; Henry, Greff.

Received 5 livres.

Citation served on Beaudreau.

October 25, 1747. Notice of citation served on Sr. Beaudreau, inhabitant of the Pascagoulas, at the domicile of the Procureur General, by Sheriff Lenormand.

Citations served on Beaudreau, Vollant and Chauvin.

January 12, 1748. Notice of citation served on Srs. Vollant and Chauvin at their domicile, and on Sr. Beaudreau, called Graveline, in the prison of this city, to furnish defence to the petition of Sieurs Vollant and Chauvin.

Signed: Lenormand.

Document badly stained.

October 9.

30658. 4 pp.

Family meeting called by Procureur General of the King, to elect tutor to minor children and step-children of Laurent Lerable, who is about to contract a third marriage.

Family Meeting called by Procureur General of the King, to elect a subrogate tutor to the minor children of Laurent Lerable, who is about to contract a third marriage, and to the four children of Widow Laprade.

Signed: Laurent Lerable; Garic avt.; daniel hubert; Cacadier dusigne; Couturier; S. Goudeau; Lafreniere; Raguet; Henry, Greff.

Approval of Gary as tutor.

October 10, 1747. Homologation of the election of Sr. Gary as subrogate tutor. Signed: Lenormant.

October 9. 2 pp.

Petition in matter of collection of a debt.

Petition to Superior Council by Layssard Bros., for citation of Elizabeth Dipon, resident of New Orleans, for recovery of a debt due since four years. Signed: Layssard Freres.

Citation issued.

October 9, 1747. Citation issued. Signed: Lafreniere.

Citation served.

October 10, 1747. Notice of citation served on Elizabeth Dipon at her domicile in New Orleans, by Sheriff Lenormand.

Second citation.

November 21, 1747. Second notice of citation served on Elizabeth Dipon for appearance before the Council on the first Saturday of December. Signed: Lenormand.

October (?)
Listed No. 13.

Letter written from Kaskaskias by Buchet concerning money due to Le Bretton and de la Loere.

(Translator's Note: This record is of October, 1747, but there is no other date).

October 10.
30696. fo. 3.
4444. 1 p.

Report on a runaway Indian slave owned by Bancio Piemont.

Report in Registry by Jean Baptiste Bancio Piemont, that an Indian slave adjudicated to him on August 1st has run away a month previous, and he makes this report in order that he may be apprehended by justice and dealt with according to the exigencies of the case. He asks that this report be certified.

Signed: J. Bancio Piemont; Henry, Greff.

October 11.
30697. 4445. 2 pp.

Procuration granted at La Rochelle, France, to collect a debt due in New Orleans.

Procuration granted at La Rochelle (France) by Sr. Jean Vivier to MM. Jean and Etienne Layssard, Merchants of New Orleans, to enforce payment by Sr. Paul Rasteau for sums due him for merchandise furnished. Signed: Vivier.

Certification of above procuration.

Certification that Chameau and Decomps, who passed the above act, are notaries of La Rochelle.

Deposit and legalization of above procuration.

Deposited in Registry of Superior Council, July, 1748. Duly legalized and communicated by Chantalou, July 18, 1748. Signed: Lenormand.

October 12.

3½ pp.

Dispute over forty barrels of damaged peas delivered to Layssard Bros., by de Boisclair.

Report in Registry of forty barrels of peas delivered to Layssard Bros. in bad condition, by Mr. Nicolas Chauvin de Boisclair, having been damaged by water in a leaking boat. Layssard Bros. refuse to receive the goods, and Chauvin de Boisclair refuses to take them back, whereupon the present report is made to serve as need may be. Signed: Layssard freres; Henry, Greff.

Report of Layssard Bros. on the above lot of peas.

October 14, 1747. Report of Layssard Bros. that they have received no answer from Chauvin de Boisclair, that the beans (peas) are sprouting, and that they can no longer leave them on the ground, where he has spread them to dry. Mr. Boisclair's silence makes them foresee some difficulty, wherefore they make this report, asking that it be certified. Signed: Layssard freres; Henry, Greff.

Citations served on Layssard Bros. and Boisclair.

October 26, 1747. Notices of citation served on Sr. Layassard and on Sr. Chauvin de Boisclair at their domiciles, by Sheriff Lenormand.

October 15.

30699. 4446. 3 pp.

Apprenticeship of a minor orphan to a saddler and harness maker under conditions specified.

Act of Apprenticeship. Nicolas Michel, aged ten years, son of Gaspard Michel and Anne Tara, both deceased, is apprenticed to his relative, Jean Etlev, saddler and harness maker, to learn his trade, with the consent of his uncles and stepmother, under clauses and conditions agreed to by both parties, said Etlev, called Colmart, is to raise him as he would his own son until he is of an age to earn a living. Signed: Colmar; Cantrelle; Chantalou; Henry, notary. The widow and uncles declared that they did not know how to sign nor write.

30702. 2 pp.

Inventory of the effects left by Nicolas Michel, deceased.

September 26, 1747. Inventory of effects, tools and provisions found in the house of Nicolas Michel after his decease at the German Coast, with statement of debts to be paid. Certified as correct and true by Voileru; Jean Bac, son; Mark X of Jean Bac, the father; Mark X of Jean Roy.

October 21.

30707. fo. 3.
4448. 4 pp.

Marriage contract between Louis Menard and Catherine Marchand, the bride being an orphan from the Ursuline Convent.

Contract of Marriage between Louis Menard, tailor of New Orleans, son of Pierre Menard and Marie Dagobert, both deceased, and Catherine Marchand, minor daughter of Nicolas Marchand and Louise Guillot, both deceased, the bride being an orphan from the Ursuline Convent, and a native of New Orleans. Signed: Louis Menard; Catherine Marchand; Chantalou; Cantrelle; Songy; Lenormand; Henry, notary.

October 28.

2½ pp.

Defense of Boisclair in the matter of the forty barrels of damaged beans (peas) mentioned above.

Defense of Nicolas Chauvin de Boisclair, stating that the leaking boat was borrowed by Layssard Bros. It had been agreed between vendor and buyer that the beans (peas) would be sent for, and that consequently the Layssard Bros. borrowed Broutin's boat, which was the one they sent, though they say in their declaration that it was the petitioner's boat. Arriving at the plantation, the sailors warned that it was leaking, whereupon the petitioner told them to caulk it with potter's earth, which was executed. Wherefore Sr. Chauvin prays that the Layssard Bros. be cited before the Council to pay for the forty barrels of beans (peas) at the price stipulated, eighty piastres, and moreover that they be ordered to pay the expense, costs and interest.

Signed: Chauvin Boisclair.

Citation served.

October 30, 1747. Notice of citation before the Council at its next session, speaking to them at their domicile personally, by Sheriff Lenormand.

October 29.

30678.
4443. 18 pp.

Inventory of effects and community property of Laurent Lerable, who is about to contract a third marriage.

Inventory of effects and community property of Laurent Lerable, secondly married to Marianne Dupré and previously to Angelique Girardy, in the presence of MM. Lafreniere, Raguet, and Henry Greffier.

Signed: Laurent lerable; Garic; Chantalou; Lenormand.

November 4.

No. 1112. 1 p.

Members present at session of the Superior Council.

Session of the Superior Council of November 4. 1747, where were present MM. de Vaudreuil, governor; Le Normant, General Commissioner of the Marine, Ordonnateur and First Judge; De Noyan, Lieutenant of the King; de Benac, Major; de Lafreniere and Le Bretton, Councillors; and Mr. Raguet, acting as Procureur General of the King. Judgments rendered in the following cases:

Layssard Bros. vs. Chauvin. (Lafreniere retired).

1. Srs. Layssard Bros., plaintiffs, vs. Sr. Chauvin de Boisclair, defendant. Council orders that loss of beans here mentioned be divided; costs compensated.

Pommeray vs. Trudeau. (Lafreniere and Le Bretton retired).

2. Sr. de la Pommeray, plaintiff, vs. Sr. Trudeau, defendant. The Council having heard and examined the defense, and seen the note dated October 21, 1741, at which time he sold a cow and a calf to Scipion, a free negro, the Council orders that the plaintiff remain in possession of the cow and her issue, has non-suited Sr. Trudeau and orders him to remit to plaintiff the cow and her progeny. Costs on defendant. Signed: Lenormant.

November 4.

2½ pp.

Petition for division of the estate of deceased Jean La Roche.

Petition To Superior Council by Pierre Revoil and his wife, Marie Catherine La Roche, for a permit to sell the plantation of deceased Jean La Roche, proceeds of the sale to be divided between Marie Catherine La Roche and Marie Dandin, wife of Jacques Massicot.

Signed: Massicot; Revoil; Marie Dandin; Marie Catherine La Roche.

Order for sale of above property, to effect division.

December 2, 1747. Order by Council for sale of aforesaid house and lot before Mr. de Lafreniere, proceeds to be divided between the heirs.

Signed: Lenormant.

November 12. 1 p.

Public notice of lease of negroes.

Public Notice of Lease of negroes in Registry before the Procureur General of the King, furnishing security. Advertised and posted by the Sheriff after High Mass.

Signed: Lenormand.

November 13.

30751. fo. 3. 4450. 4 pp.

Nuncupative will of Francois Noyon.

Nuncupative Will of Sr. Francois Noyon, dictated to Notary in the presence of witnesses, who being of sound mind though ill in body, declared that he was a native of Boucherville, in the Government of Montreal, in Canada. He makes the following bequests: To his niece and godchild, daughter of Louis Noyon and Leseur, residing at Boucherville, the sum of 2000 livres; to Jeanette, daughter of Jeanette, a savagess, and of deceased Dulude, his partner, 2000 livres, in gratitude for services rendered by the mother, the said Jeanette free as was her mother; to another godchild, a daughter of Lafleur, a cow; to Francois Daublin, a godson, a cow; his universal

legatee to be Sr. Boisdoré, residing at Mobile, who is his testamentary executor. He mentions some of his debts, and wills that in case Sr. Boisdoré does not arrive in time for his death, Sr. Lemelle called Bellegarde take charge of his affairs to render accounts of same to his nephew, Sr. Boisdoré, so that the Attorney of Vacant Estates be not able to intervene.

Signed: Brema; fortié; Henry, notary.

Above bequests confirmed by the testator in 1751.

July 14, 1751. Appearance in Notarial office of Sr. Francois Noyon, the above testator, to whom the foregoing will was read. He declared that his debts had been paid, that he confirmed the previous donations in the presence of the undersigned witnesses.

Signed: Pelisson; Chantalou; Henry, notary.

This certificate on left margin.

November 14. 1 p.

Letter to the Greffier, asking execution of sentence against Trudeau.

Letter Addressed To Mr. Henry, Greffier, by Monsieur "Delapomerais." He asks him to sign the sentence he obtained against Sr. Trudeau and to execute it, not wishing to spare such a man, and stating that he still has one of his cows.

November 17.

No. 1113. 3 pp.

Adjudication of lease of slaves.

Adjudication of Lease of Various Slaves by Sr. Larche, tutor of minor daughter of deceased Joseph Larche, after proces verbal of Sheriff Lenormand, lease at auction of three negroes, two negresses and two young negroes on conditions and clauses agreed to. Adjudication to MM. Vollant and Jacques Hubert Bellair, each signing bond for the other.

Signed: Vollant; Lenormand; Bellair; Raguet.

Document stained and ink eaten.

November 18.

30755. fo. 3.

4451. 4 pp.

Marriage contract of Duvernay and Marie Rose Girardy.

Contract of Marriage of Louis Duvernay, son of Louis Duvernay and Anne Marie Faque, both deceased, and Marie Rose Girardy, daughter of Joseph Girardy and Marie Jeanne Henry.

Signed: Laurent Lerable; Nicolas Judice; Lemelle; Chenie; Legros; G. St. Germain; Chantalou; Lenormand; Henry, notary.

November 18.

30759. 1 p.

Family meeting to elect a tutor.

Petition to Mr. Le Normant by Marie Rose Girardy, widow of Jean Baptiste Saucier, who died in Illinois, to call a family meeting to elect a tutor and under tutor for her two minor children, as she is about to con-

tract a second marriage; the youngest child is two years old. After said election, inventory to be made of goods of her deceased husband, and those of the community between them. Mark X of Widow Saucier née Marie Rose Girardy.

Order for above family meeting.

November 18, 1847. Order to convene meeting of relatives and friends of deceased Saucier. Signed: Lenormant.

November 25.

30764. fo. 3.

4453. 5 pp.

Marriage contract of Bardon and Verneuil.

Marriage Contract of Raimond Bardon, pulley-maker of the King, son of Jean Bardon and Marie St. Germain, both deceased, a native of Bordeaux, and Marie Anne Verneuil, minor daughter of deceased Pierre Verneuil, and Marie Anne Gillet, now married to Jacques Sautier, a native of Mobile. Signed: Ramon Bardon; Marie Anne Verneuil; J. Sautier; Nicolas Judice; Jean Cosset; Chantalou; Lenormand; Henry, notary.

November 26.

30769. fo. 3.
4454. 6 pp.

Marriage contract of Tisserant and Marianne Jousset.

Marriage Contract of Gabriel Adrien Tisserant, Marine cadet, minor son of Lieutenant Louis Tisserant and Marie Marguerite Arlut, a native of New Orleans, and Marianne Jousset, daughter of Sr. Claude Laloire Jousset and Marie Le Blanc, who stipulated for her.

Signed: "Grabril Adrien tixerrant"; Vaudreuil; Marianne ioussete laloire; fleury Vaudreuil; Tixerrant; Lenormand; arlut tixerrant; Lavergne; Jousset; Laloir; Carriere Lavergne; leblanc la loire; Montault de Monberault; Carriere Trudeau; E. Layssard; Carriere de Masan; Fazende Layssard; Bruslé; Chantalou; favre; fleuriau Derneville; Helene fleuriau; Henry, notary.

30773.

November 26, 1747. Duplicate of the foregoing contract, excepting the signatures. (There is an error in pagination. The first contract on pages 30769, 30770, 30771, 30779, 30780; the duplicate on pages 30773, 30774, 30777, 30778, 30775, 30776.)

(Translator's Note: Marie Le Blanc, daughter of Le Blanc de la Croix, Carriere Trudeau, wife of Jean Baptiste Trudeau; Arlut Tisserant was Marie Marguerite Arlut, first married to Mr. Carriere. Gabriel Tixerant was then half-brother of Mrs. Trudeau and André Carriere, only son born of the second marriage of Marie M. Arlut, Widow Carriere.

Claude Jousset de la Loire (Loere) was the son of Jean Baptiste de la Loire and Marie Anne Badeau. He was the first male child born in this Colony, at Mobile. They came to Louisiana in 1704. Sr. Francois Carriere, settler at the English Turn, and Beaudreau of Pascagoulas testified to the fact before Councillor Prat. The parents, Jean Baptiste Jousset de la Loire and Marie Badeau, were natives of Montreal and La Rochelle. In the inquiry Lafreniere, Carriere, Trudeau and Joseph Girardy, (in 1731), testified that it was known that he was the first male white child born in the Colony, which fact MM. de Bienville, Boisbriant and Dartaguette, then in France, could corroborate. The Council granted certificate to Jean Baptiste de la Loire.—H.H.C.)

December 1.

Petition to complete a brick building.

Petition to Superior Council for permit to complete a brick building, according to agreement made between the petitioner, Robin, and Sieurs Lioteau and Martin. (No. signature.)

Parties cited before Council.

Parties cited to appear before the Council at its next session, by First Judge Lenormant.

Citation notice.

December 20, 1747. Notice of citation served on Srs. Lioteau and Martin, following petition of Jean Robin, by Sheriff Lenormand.

December 2.

30787. 21 pp.

Petition for affixing of seals on the contents of her shop.

Succession of Widow Gervais. Petition of creditors of deceased Widow Gervais that seals be affixed on the contents of her shop, to secure their notes and payment on merchandise intrusted to them to be sold.

Inventory taken of her property.

Inventory taken by Nicolas Chauvin de la Freniere, in the presence of Mr. Le Bretton, substitute for Mr. Raguet, acting for the Procureur General. Madame Gervais died in the house she rented from Olivier de Vezin, Surveyor of the King's Highways, who was in the house when she died, as he lodged there. He declared that he had no knowledge that anything whatever had been secreted or taken away. In a room to the left, on entering, she kept all the merchandise used in her business. We had the beds belonging to the children of the deceased taken out, and proceeded to the inventory and affixing of the seals at each end of a band of paper and on the window near the gable, on another window facing the street, and on the one facing the yard. We closed a door of the store and affixed our seals on

it, as the remainder of the house is occupied by Mr. Olivier, to whom we intrusted the care of the things inventoried, which he promised to produce when so ordered by law.

Signed: Olivier Devezin; lafreniere; Lenormand; Le Bretton; Henry, Greff.

30790.

Protest against raising the seals.

Protest filed against raising the seals until claims of the creditors are recognized. The creditors were: Guesnon; Talin; de Favrot; Livaudais; J. Massicot; Genelle; Tiolais Coquelin; Broutin; Bancio Piemont; Layssard Bros.; Estienne de Benac; Jacques Chauvin, merchant of New Orleans; Charles Lesassier; Jean Cariton; Lemelle Bellegarde; Dubic, servant of the Ursulines, who brought a memorandum for 86 livres, 17 sols, 6 deniers, due them; Meillon; Coquille; Nicolas Chauvin Boisclair; Carlier; Gueydon; F. Parisel, Jesuit; Demontandon; Olivier Devezin; Brosset; and Chvr. Macarty, each countersigned by Henry, Greff.

30923. 2 pp.

Petition by tutor to lease slaves, and to be discharged from tutorship.

December 3, 1747. Excerpt from Registers of the Superior Council. Petition of Sr. Pierre Delisle Dupart, as tudor of three minor heirs of Noel Busson, to lease negroes belonging to them, and praying to be relieved of tutorship, as he lacks time, and prays that a family meeting be convened to deliberate on said discharge.

Signed: By the Council. Henry, Greff. Document charred and mutilated.

Notices served.

Notices served on relatives and friends of Noel Busson's heirs by Sheriff Lenormand.

30821.

Petition to affix seals to merchandise.

December 5, 1747. Petition to Mr. Le Normant, Commissioner General of the Marine, Ordonnateur and First Councillor in the Superior Council, by Ignace Broutin, representing his son-in-law, Paul Rasteau, and other creditors of Widow Gervais, for seals to be affixed to merchandise in her store, for the protection of the rights of all concerned. Signed: Lemelle; Layssard freres; Cariton; Lesassier; Olivier Devezin; Broutin; Chauvin; J. Banico Piemont; De Benac.

Order to affix the seals.

December 1, 1747. Order to affix seals in the presence of Mr. Raguet.

Signed: Lenormant.

(Translator's Note: This document evidently comes before the affixing of the seals; but in the files the Petition bears date of December 5, and the Order is dated December 1, 1747.)

30921. **December 6, 1747. Discharge** of Sr. Delisle Dupart as tutor of the Busson minors, and election of their brother-in-law, Sr. Gervais (Jr.). Family meeting before Councillor Lafreniere has elected Sr. Gervais, and the said election has been homologated.

Dupart obtains his discharge as tutor.

Signed: Lemelle; S. Goudeau; Nouguez; daniel hubert; Dlle Dupart; Legros; lafreniere; Gervais; Raguet; Henry, Greff.

30830. **December 7, 1747. Petition** to Mr. Le Normant, Commissioner General of the Marine, Ordonnateur and First Magistrate of the Province of Louisiana, by Sr. Raguet, acting as Procureur General of the King, shows that seals were affixed to the goods of Widow Gervais, previously Widow Langlois, on demand of her creditors, and that it is important that a tutor and under tutor be appointed to the children of said Widow and Etienne Langlois before the seals are raised. He prays that a family meeting be convened to elect a tutor and subrogate tutor to said minors.

Family meeting to elect a tutor.

Signed: Raguet.

December 7, 1747. Order to assemble relatives and friends before Councillor Lafreniere. Signed: Lenormant.

Family meeting ordered.

30831. **December 7, 1747. Notices** served on relatives and friends of Etienne Langlois to attend a meeting to elect a tutor and under tutor to the heirs of Catherine Beaudreau and Etienne Langlois.

Notices served on relatives.

Signed: Lenormand.

30833. 4 pp. **December 9, 1747. Report** by Nicolas Chauvin de Lafreniere, and J. B. Raguet, acting Attorney General, of the election of Daniel Hubert de la Croix as tutor, and of Louis Langlois as under tutor, to the heirs of Catherine Beaudreau and Etienne Langlois. The said Hubert de la Croix having refused to accept the charge, report of same is made to the Council. Signed: Lafreniere; Raguet.

Report of the family meeting.

30809. **(No. date.) Report** made by Lafreniere and Raguet of plurality of votes in favor of Daniel Hubert as tutor of the Langlois minors. Not signed.

Report on family meeting.

14023. 3 pp. **December 2, 1739. Adjudication** of negro slaves of Langlois succession. Record signed: Dlle Dupart; Gervais; Lenormand; Raguet, acting as Procureur General.

Adjudication of Langlois slaves. (Record by Price).

14034.

Public notic of lease of slaves.

December 10, 1747. Notice to the public that on Tuesday, the 12th of the present month, that it will be proceeded to the lease for three years of three slaves, acquired from the Company of the Indies, two negresses and a young negro, owned by the succession of Noel Busson. Read, posted and published in the usual places, viz: at the door of the Church, and at the door of the Intendency, by Marin Lenormand.

30811.

Discharge of La Croix as tutor.

Petition to Mr. Le Normant by Daniel Hubert de la Croix, to be discharged from tutorship of minor heirs of deceased Etienne Langlois, as there are nearer relatives to whom it should be tendered, exposing his inability to do justice to the charge, from the fact that he is a traveler.

Signed: daniel hubert; "Garic avt."

Order for another family meeting.

December 12, 1747. Order to communicate to the Procureur General of the King and to call another family meeting. Signed: Lenormant.

Notices served of family meeting.

December 15, 1747. Notices served on relatives and friends of Etienne Langlois' heirs. Signed: Lenormand.

30810.

Members present at session of Superior Council.

Order to proceed to another election of a tutor.

December 16, 1747. Session of Superior Council, where were present MM. Le Normant, First Councillor; de Benac, Major; de la Freniere and Le Bretton, Councillors. In the matter between Daniel Hubert called La Croix, petitioner, and Sieurs Louis Langlois, St. Martin, Prevost, Gervais, Joanis, Cantrelle, Dubreuil and Olivier, defendants. The Council has discharged Sieur de la Croix from his tutorship, as he does not know how to read nor write, and orders that they proceed to another election of tutor and subrogate tutor before Councillor Lafreniere and the Procureur General of the King, the whole to be reported to the Council.

Signed: Lenormant.

Notices served of family meeting.

December 16, 1747. Notices served on relatives and friends of the Langlois minors to attend a family meeting to proceed to another election. Signed: Lenormand.

30823. 3pp.

Report on the election of a tutor.

December 18, 1747. Report by Procureur General Raguet and Councillor Lafreniere of the election of Louis Langlois as tutor of the Langlois minors, and of Jacques Janis, another relative, as undertutor. Signed: Lafreniere; and in the body of the document names of relatives and friends who attended the family meeting.

30826.

Approval of the elections by Procureur General.

December 18, 1847. Consent of Mr. Raguet, Procureur General, for homologation of said elections.
Signed: Raguet.

Assembly of the creditors of Gervais succession.

(No. date). Appearance before Notary Royal of the Province of the undersigned creditors of the succession of Catherine Beaudreau, Widow Gervais, previously Widow of Etienne Langlois, and first married to Noel Busson, to witness the raising of the seals from goods in her shop, to be sold for account of various persons, Srs. Olivier de Vezin and La Sassier to keep account of said merchandise, under seal, as well as of that sold, to verify payments made by the said Widow Gervais to each creditor, and who will act for them as if they were present. Signed, in the presence of Augustin Chantalou as Greffier, and of Sheriff Marin Lenormand, serving as witnesses.

Signed: De Benac; Broutin; Demontandon; favrot; Chambly; Godefroy; Chauvin; Prevost; S. Latin; Carlier; (illegible); Layssard freres; Cariton; Rasteau; Le Chvr Macarty; dauyon; Meillon; Lemelle; Lesassier; Olivier Devezin; J. Bancio Piemont; Chantalou; Lenormand.

30785. 4456.

Homologation of elections as tutors.

December 18, 1747. Petition to Mr. Le Normant by Louis Langlois, uncle and tutor of the minor Langlois heirs, and by Jacques Janis, their under tutor, to order that homologation of their appointment be made, in order that they may have the seals raised from merchandise which is deteriorating and make an inventory, description and appraisement of goods of their mother's succession, in the presence of the Attorney General of the King.

30785.

Order to refer.

December 18, 1747. Order to communicate to the Procureur General of the King. Signed: Lenormant.

30786.

Petition for homologation granted.

December 18, 1747. Following conclusions of the Procureur General of the King, Mr. Le Normant orders that the election of Sr. Louis Langlois, as tutor of his minor nephews, be homologated.
Signed: Lenormant.

30873. 3 pp.

Notice of raising of the seals from goods of Widow Gervais.

December 19, 1747. Notice served by Sheriff Lenormand, in the name of Louis Langlois, uncle and tutor of the minor heirs of Widow Gervais, previously Widow of Etienne Langlois, on all creditors of her succession, (naming them,) that on Wednesday, the twentieth of the present month, at nine o'clock in the morning, and on the following days, in the presence of the Procureur General of the King, and of the tutor and subrogate tutor of said minors, the seals will be raised from the succession of the said Widow, and inventory made of all effects under seal, and copy left with them of this notice.

Signed: Lenormand.

30837. 36 pp.

Inventory of store and residence.

December 20, 1747. Following order of First Judge Le Normant, on petition of Louis Langlois, tutor of Langlois minors, heirs of Widow Gervais by her second marriage, inventory taken of contents of her store and residence, in the presence of Mr. J. B. Raguet, acting as Procureur General, of Louis Langlois, and of Lafreniere, commissioner in this case. Done and passed in the presence of the interested parties, who declared that they did not know how to write not sign, wherefore inquiry as prescribed.

Signed: Lafreniere; Lenormant; Olivier Devezin; Lesassier; Raguet.

30872.

Remittance in payment of a debt.

Remittance to Sr. Louis Langlois by Sr. Olivier, the sum of 701 livres, 2 sols, 1 denier, proceeding from a debt due to the Widow Gervais. Signed: Raguet.

30876.

Statement of effects of Widow Gervais.

December 22, 1747. Statement of merchandise, effects, papers and rough copies of bills found in the store of Widow Gervais and remitted to Srs. Olivier and Lesassier for safe keeping.

Signed: Lesassier; Olivier Devezin; Raguet.

List of effects of Widow Gervais.

List of effects remitted to Srs. Olivier and Lesassier.

30815.

Statement of costs of the Widow Gervais succession.

Statement of costs of the succession of Catherine Beaudreau, Widow Gervais, beginning December 2, 1747, and ending in 1748; amounting to 560 livres. Document charred and mutilated.

December 2.

Session of the Superior Council of December 2, 1747, where were present MM. Le Normant, First Councillor; de Benac, Major; de la Freniere and Le Bretton, Councillors; and Mr. Raguet, acting as Procureur General. Judgments rendered in the following cases:

Members present at session of Superior Council.

Lesassier vs. Albert de Baune.

1. Charles Lesassier, plaintiff, vs. Albert de Baune, defendant. Sr. de Baune condemned to pay plaintiff the sum of 120 piastres for the second term of his obligation of February 20, 1745; judgment is moreover rendered in default for non appearance, and defendant shall pay costs.

Layssard Bros. vs. Elizabeth Dipon.

2. Layssard Bros., plaintiffs, vs. Elizabeth Dipon, defendant. Council orders defendant to pay 771 livres remaining on 1221 lent her, on which they acknowledge receipt of 310 livres; and she shall pay costs.

Petition by Dupart for sale of slaves and for discharge as tutor.

3. Sr. Pierre Delisle Dupart, petitioner, for sale of slaves of deceased Noel Busson, and asking to be discharged from tutorship; as he has a large family and no funds, he finds it impossible to see to their affairs. On conclusions of the Procureur General, the Council before deciding has convened a family meeting to deliberate on his demand. Costs pending.

Petition to keep slaves.

4. Francis Gervais, petitioner, as having married one of the daughters of Noel Busson, three years ago. He is establishing a plantation above Les Allemands, which he has cultivated by the help of the negroes of said succession, whose lease has expired, and whom he is obligated to remit to the succession. The negroes being old, run the risk of dying, which would be a loss to his wife and the said minors. Council has heard petitioner and the conclusions of the Procureur General, and has dismissed demand. Costs on petitioner.

Petition to compel tutor to render account.

5. Jacques Massicot, husband of Marie Dandin, previously widow of Jean La Roche, plaintiff, vs. Pierre Revoil, husband of Catherine La Roche, daughter of deceased Jean La Roche and Marie Dandin, defendant. Council orders Massicot to render account to Revoil of the succession of Jean La Roche, and that lots, buildings and improvements be sold, after formalities prescribed before M. de Lafreniere, to the highest and last bidder, and the returns divided between the heirs.

December 8.

Complaint of assault by an officer.

Complaint in Registry by Joseph Herben, a merchant of Pointe Coupée, of an assault committed on him by Commanding Officer de la Houssaye, which case he asks the Procureur General to investigate for the vindication of public justice. Certified by Henry, Greff.

Document pale, torn, and with curled margins.

December 10.

14025. 8 pp.

Notice of lease of negroes. (Record by Price).

Notice to the Public, that following petition of Delisle Dupart, on next Tuesday, December 12, 1747, the negroes owned by the succession will be leased at auction.

14026.

Unfinished copy of above notice of lease.

December 12, 1747. Lease put up at auction on petition of Mr. Dupart, tutor of minor daughter of Noel Busson and Anne Bertin, both deceased, of five negroes, acquired from the Company of the Indies, hire payable every six months, on conditions stipulated. Original, signed: Raguet; Dlle Dupart; Gervais; Lenormand; and the undersigned notary, whose signature does not appear.

December 10.

30943. 4461. 2 pp.

Nuncupative will of Pierre Nougues.

Nuncupative Will of Sr. Pierre Nougues, dictated to Notary Royal, naming his wife, Therese Drilland, widow of Francois Jullien Gallot. He leaves to Charlotte Gallot the sum of 1500 livres, for her establishment; to Marie Francoise Gallot a like sum, to serve for her establishment; to his nephew, Sr. Perpignan, a sum of 500 livres, and in case of his death, said sum to revert to Sr. Gallot; moreover the sum of 500 livres to serve the "fabric" of a church to be built. As executrix of the foregoing will, Sr. Nougues has named Therese Drillant, widow of Sr. Francois Gallot, now his wife. Signed: Nouguez; Thiton de Silegue; Soubie; Sallou Ct.; Garic, notary. Document in very bad condition.

December 10.

6 pp.

Attorney of Vacant Estates condemned to pay.

Judgment of Superior Council in the case of George Tesson, acting as tutor of minor daughter of Jean Caron, and Deville Degoutin, as husband of said Marie Jeanne Caron, vs. Nicolas Godefroy Barbin, Attorney of Vacant Estates. Full account rendered. Receipts amount to the sum of 7495 livres, 13 sols, 9 deniers, which Sr. Barbin is condemned to pay.

Signed: By the Council. Document charred and mutilated.

December 14.

30932. 1 p.

Petition for a family meeting.

Petition to Superior Council by Councillor Raguet, acting as Procureur General, to convene meeting of relatives and friends of deceased Louis Assailly to elect a tutor for his five minor children.
Signed: Raguet.

Order for above family meeting.

Order to assemble relatives and friends for the purpose of the foregoing petition.
Signed: Lenormant.

December 16.

30928. fo. 3.

4459.

Saur (Sans?) vs. Daigle for wounding.

Complaint in Registry, by Andre Saur (Sans?), settler at Les Allemands, against Etienne Degle (Daigle) called Malboroug, for firing on their barge and wounding a negro, whom they left at his plantation, reporting the case to Sieur Darensbourg, Commandant at the German Coast, and leaving the wounded negro at Malboroug's. Signed: "andreiaf pSaut;" Henry, Greff.

December 16.

30930. fo. 3.

4460. 2½ pp.

Report on family meeting.

Family Meeting of relatives and friends of Louis Assailly, convened to elect a tutor to his minor children. After deliberation they elected Francois Chaler, called Versailles, as the nearest relative of said minors. Election reported to Council for homologation, all those called to meeting signing, excepting Sr. Boyer, who declared that he could not sign nor write. Signed: Chaler*; Boyau; Laurent Lerable; Cariton; Chantalou; Lenormand; Lafreniere; Raguet; Henry, notary.

(*In body of document written "Chalev", in signature "Chaler", in other documents "Chalair").

December 17.

No. 1116. 2pp.

Agreement and exchange of slaves between Sans and Daigle.

Transaction between Andre Sans, residing at Des Allemands, and Etienne Daigle, called Malboroug, resident above Cannes Brulées, who to terminate the suit instituted on account of the wounding of a negro owned by said Sans, on the fourteenth instant, declaration made and complaint filed in the Registry, and permit for inquiry on the sixteenth instant, have agreed on the following articles, as the said slave is dangerously wounded, viz.: that Sans will accept from Malboroug another negro, named Moison, aged about thirty-five, who will replace the wounded slave, and in the event that said slave named Touta should recover, said Malboroug

will return him to his master, if he so wills, entirely at option of said Sr. Sans. If said Touta dies, the loss will be on Malboroug, and Sans will retain Moison as his property. All agreements made up to this date to be null and void. Boyer declared that he could not sign nor write, wherefore inquiry as per ordinance. Signed: Andruaff Sant; Lenormand. Document stained.

December 18.

1½ pp.

To compel Widow of P. Bary, former tutor, to render account to present tutor.

Petition to Superior Council by Francois Chaler, tutor of the minor heirs of Louis Assailly, called Tranchemontagne, and Therese Bret, to compel Marie Bret, widow of the former tutor, to render account of the succession of their deceased parents. Signed: Chaler.

Permit to cite.

December 18, 1747. Permit to cite. Signed: Lenormant.

Notice of citation.

December 18, 1747. Notice of citation served on Widow Bary at her domicile to appear on the 13th day of January, 1748. Signed: Lenormand.

Document in bad condition; stained, with ragged edges.

December 19.

30934.

4461. 2 pp.

Nuncupative will of Pierre Nouguez.

Nuncupative Will of Pierre Nouguez, dictated to Garic, notary, making different legacies, and naming as executrix Dame Therese Drillant, widow of Francois Jullien Gallot, now married to said Nouguez. Signed: Nouguez; Thiton de Silegue; Soubie; Sallou; Garic, notary.

Document in bad condition.

December 19.

1½ pp.

Action for recovery of 500 livres from Blanpain by Judice.

Petition to Mr. Le Normant, Commissioner General of the Marine, Ordonnateur and First Judge of the Province, by Nicolas Judice, for citation of Sr. Blanpain before the Council to compel him to pay a debt of 500 livres, interest thereon, and costs. Signed: Nicolas Judice.

Permit to cite.

December 19, 1747. Permit for citation, signed by Lenormant.

Notice of citation.

December 19, 1747. Notice of citation served on Sr. Blanpain at his domicile by Sheriff Lenormand. Document stained, ragged and mutilated.

December 21.

30947.

4463. 4½ pp.

Order for sale of a plantation at Pointe Coupée.

Order by Mr. Trenaunay Chanfret, Judge and sub-delegate at Pointe Coupée, that the plantation owned jointly by Sr. Antoine Meuillion, surgeon at said Post, stepfather of Pierre and Dominique Saint Amand, emancipated by law, sons of Jean Francois Daspit called St. Amand and of Marie Francoise Du Buisson, both deceased, be put up for sale by Bernard Louis Potin, acting as Registrar in this Post; said sale to be cried again every fifteen days in the usual places.

Signed: Trenaunay Chanfret; Potin, greffr.

30968.

Notice of sale of the above plantation.

November 5, 1747. Notice to the public that Sr. Meuillion's plantation situated at Pointe Coupée, adjoining on one side that of Sr. Durocher Castillon, and on the other that of my said Sr. Meuillion, containing five and a half arpents of land fronting on the river, by the ordinary depth, is for sale. On it there is a house with galleries, opening on three sides, built of posts in the ground, walled with mud (bousillée), surrounded by stakes (pickets?), covered with boards top and bottom, with outbuildings, etc., which plantation was acquired from one Jean Baptiste Crely. Those wishing to buy it may make their bids before Mr. Potin, Registrar in the Post of Pointe Coupée. Signed: Potin, Greffr.

Auction held and first bids.

December 6, 1747. Auction cried. Bids by Sr. Louis Duval, 200 livres; Pierre Germain at 300 livres; Sr. Antoine Meuillion at 350 livres. And there being no more bidders, the adjudication was adjourned to fifteen days.

Signed: Meuillion; Potin, greffr.

Final adjudication to Antoine Meuillion.

December 21, 1747. Appearance before Mr. Trenaunay Chanfret, in Registry of Pointe Coupée, of Sr. Antoine Meuillion, who claimed adjudication of said plantation at 350 livres, which was done. He asked to be discharged of his bids, and after several publications, proclamations and public crying, no other bids being made, the Judge adjudicated the said plantation to said Sr. Meuillion at 350 livres cash. He promises and obligates himself to pay to Pierre and Dominique St. Amand for their share 87 livres, 10 sols, due them on the present adjudication.

Signed: Trenaunay Chanfret; Meuillion; allain; Dhaussy; Potin, notary.

30949.

Discharge to Meuillion.

June 4, 1748. The undersigned Dominique Daspie called St. Amand, son of deceased Jean Francois Daspie called St. Amand and of deceased Marie Francoise Dubuisson, wife of Sr. Antoine Meuillion, his curator, being emancipated by law, acknowledges having received from Sr. Meuillion the sum of 1821 livres, 18 sols, 2 deniers, for all his rights and pretensions of what was due him on the movables of said succession of his father and mother, (detailed account); wherefore he validly discharges said Mr. Meuillion.

Signed: Meuillion; f. barnabe Capucin Missre aposte. et Curé de St. francois à la Pointe Coupée; Dominique St. Amand; Potin, greffr; Sarazin; temoin.

November 30.

30941.

Affixing of seals on property of Janelle.

Succession of Janelle. Jean Baptiste Raguet, acting as Procureur General, went to a house on Bourbon Street, which deceased Janelle, a carpenter, rented from one Mahieux of Pointe Coupée, where we were accompanied by the Greffier. We found the corpse exposed on a shucks mattress. We saw only a few worn tools and old clothes belonging to the said deceased, who died in great poverty, having come from the Charity Hospital about a month ago; wherefore, before a few neighbors we found near the corpse, we made a sort of inventory and description of effects and tools found in the said house. (Inventory of said house follows). Signed: J. Perier; Christina; Mouget de Laline; de Lattre; Barbin; Raguet; Henry, Greff.

Protest against advance made being paid.

December 5, 1747. Protest against the sale of effects of Janelle's succession by M. Dreux of Chantilly, until payment of advances on construction of a house, which is only begun, and on which 300 livres have been paid. Signed: Dreux.

30940.

Petition for sale of Janelle's effects.

December 16, 1747. Petition to Superior Council for permit to sell tools and clothes of deceased Janelle, by Sr. Barbin, Attorney of Vacant Estates.

Signed: Barbin.

Permit granted.

Permit for sale, signed by Lenormant.

30936.

Effects sold.

December 19, 1747. Sale of tools and clothes of deceased Janelle; returns amounting to 168 livres, 17 sols, which were remitted to Mr. Barbin until claimed.

Signed: Barbin; Raguet; Lenormand.

(Note: This succession in December file, marked 19 10bre).

6 pp.

Decree in case of Tesson vs. Barbin.

December 19, 1747. Decree of the Superior Council in the case of Sr. Tesson, tutor of Jeanne Caron, and Deville Degoutin, her husband, plaintiffs, vs. Sr. Nicolas Godefroy Barbin, defendant. Decision in favor of plaintiffs. Barbin to render account of the succession, wherefore he will be validly discharged. Costs on succession.

December 20.

30958.

Petition to raise seals.

Petition to Sr. Trenaunay Chanfret, subdelegate and Judge at Pointe Coupée, by Marie Francoise Manne, widow of Pierre Mahyeux, to raise the seals from her husband's property.

Signed: "Pour la Veuve Mayeux," Rivard.

Order issued.

Order to raise seals after interested parties are duly summoned to be present.

Signed: Trenaunay Chanfret.

December 22.

30977. fo. 3.

4466. 2 pp.

Sale of property passed.

Sale Passed Before Notary of 14 arpents frontage by the ordinary depth, by Sr. Noyon to Valentin Daublin; titles of property remitted to said Daublin, transfer made on order of Commissary Lenormant, for 600 livres cash, of which Noyon acknowledges receipt. Signed: Daublin; Chantalou; Cantrelle; Henry, notary.

30979.

Petition for permit to sell plantation.

December 23, 1747. Petition to Mr. Le Normant, by Francois Noyon, settler at Cannes Bruslées, for permit to sell above plantation, after compliance with the usual formalities.

Signed: Lenormand, for Noyon.

Permit for sale.

January 23, 1745. Permit for sale, signed Lenormant.

30980.

Certification.

February 22, 1745. Certification by Sheriff Lenormand, that all formalities prescribed were complied with. Document charred, stained, and with torn margin.

December 2.

(December 20).

Laysard Bros. vs. Elizabeth Dipon.

Excerpt from Register of Superior Council of December 2, 1747, in the case of Layssard Bros., merchants of New Orleans, vs. Elizabeth Dipon, for recovery of a debt of 1121 livres, 350 livres being paid. Council has rendered judgment in default, and ordered defendant to be cited again before the Council.

Signed: By the Council; Henry, Greff.

Received 5 livres.

Citation served.

December 20, 1747. Notice of citation and copy of petition served on Elizabeth Dipon by Sheriff Lenormand.

Second citation served.

January 26, 1748. Notice of second citation before Council served on Elizabeth Dipon at her domicile by Sheriff Lenormand.

December 21.

30952. 4464.

19½ pp.

Inventory of goods of deceased Pierre Mahyeux.

Inventory of goods of Pierre Mahyeux, on petition of his widow, Marie Francoise Manne, in the presence of Francois Mahyeux, tutor, and of Pierre Durocher, called Castillon, subrogate tutor, of the minor heirs of the said deceased, and Marie Scellier, their mother, as his heirs, under protest of his widow, second wife, who claims the community between herself and said deceased. Inventory made of all effects of said succession.

30913.

Agreement between widow and her stepson.

December 26, 1747. Agreement between Marie Manne, widow of Laurent David, and secondly of Pierre Mahyeux, of Pointe Coupée, and Francois Mahyeux, son of deceased Pierre Mahyeux and Marie Scellier, as to property owned by her before her marriage to Mahyeux, and what is to be paid to her from her last husband's succession. Signed: Francois Mayeux; Pierre durocher; Rivard; pontalba; Potin.

30915.

Inventory of goods of Pierre Mahyeux.

December 17, 1727. Inventory of goods and property of succession of Pierre Mahyeux, taken in the presence of Trenaunay Chanfret, subdelegate and Judge at Pointe Coupée.

Signed: Trenaunay Chanfret; Potin.

30918.

Receipt for effects received.

Receipt before Potin, Notary at Pointe Coupée, to Francois Mahyeux by Marie Francoise Manne, widow of Pierre Mahyeux, for money, negroes and effects received.

Signed: Meuillion, witness; Rivard, witness; Potin, notary.

30975.

Report of election of tutor by family meeting.

December 25, 1747. Family Meeting called for the election of a tutor, and report of election of Francois Mahyeux as tutor of his brothers, and of Pierre Durocher called Castillon as under tutor.

Homologation of said appointments by Trenaunay Chanfret, subdelegate and Judge at Pointe Coupée.

Signed: Francois Mayeux, pierre durocher; nicolas provost; Bahout; Rivard; Calais; Potin, notary; Trenaunay Chanfret.

December 26.

30981.

Report on deaths of five slaves.

Report in Registry by Chr. de Membrede of the death of a negro slave named Titus, of pneumonia, said negro was aged 45 years; another named Caa, aged 19, from results of measles; another named Grand Pierrot, aged 45 years, of pneumonia; on the 20th of the said month, a savagess named Manon, aged about 28 years, died of the same disease; on the 21st instant an Indian, aged about 25 years, died of the same disease. Signed: Membrede.

December 28.

11 pp.

Account rendered by Chavoye of his wife's first husband's succession.

Account rendered by the Chvr. de Chavoye before the Superior Council, of the succession of deceased Joseph Chauvin, as husband of his widow, Marie Faucon Dumanoir, who is tutrix of Jean Baptiste Chauvin, her posthumous son. The inventory, begun on February 24 and closed April 20, 1738, covers slaves, 12,530 livres; cattle, 1000 livres; for effects, movables of said succession, 22,187 livres, 7 sols; immovables, 12,000 livres; plantations, 2200 livres; plus the plantation at the "Chapitoulas", which according to inventory cost 2260 livres, which was not paid, and Sr. Dumanoir paid Sr. Raguet a sum of 1665 livres, and Sr. Chavoye to Mr. Ratteau (Rasteau) thereon a sum of 595 livres; a shed on the land called Ste. Reyne sold to Sr. Du Breuil for 1200 livres, for the share of the deceased Sr. Delery, wherefore receipt for 1200 livres; another plantation of 8 arpents frontage, cut by a bayou, situated on the other side of the River, which deceased Sr. Delery, the father, gave to his deceased son for the services rendered, following a certificate signed by Rev. Fathers Petit, Jesuits, and by MM. de la Freniere, Demouy and Belair, which land is "not appraised but existing".

Expense of movables. Funeral debts.

Expense made of movables of said succession: Cost of funeral, mourning of the Widow, costs of court, amounting to 1318 livres, 10 sols; passive debts, 916 livres, 5 sols, 1 denier.

Share for trade with Choctaws.

Trade with the Choctaws, for share of deceased Mr. Delery, 7744 livres, 28 sols, 11 deniers; cost of present account, 500 livres; total, 10,478 livres, 18 sols.

Expense of immovables.

Expense of immovables: for plantation at the "Chapitoulas", paid by Sr. Dumanoir to Sr. Raguet 1665 livres, on 2260 livres; surplus paid by Mr. de Chavoye, 595 livres, total 2260 livres. Cost of brick house in the city, 1925 livres. Paid to different persons, 1694 livres; paid by said widow for window panes, 471 livres, 6 sols; for plantation at the "Chapitoulas" and to complete the house, 8962 livres, 18 sols. This expense was found to be necessary, even by those who at this day claim to be heirs, owing to the death of the child, the whole authorized by another family meeting, confirmed by order of Council, submitted to arbitration of MM. Broutin and Dubreuil, who affirm the report on work which remained to be done on said house. Recapitulation follows of receipts and expense. The said lady, rendering account, reserving the right to repeat in time and place, her matrimonial rights, marriage contract, and to come to such conclusions as she may.

Signed: Chvr de Chavoy; marie faucon de Chavoy.

Document stained, but clearly legible.

December 28.

2 pp.

Widow Bary pleads that she knows naught of her husband's affairs, and asks for citation of Sr. Chaler.

Defense of Widow Bary vs. Francois Chaler. Marie Bret, widow of Pierre Bary, is tutrix of their five minor children, without any means nor aid in their support; Chaler has demanded an account of Bary's curatorship of the Assailly minors. She renewed before Notary the community between her husband and herself, after inventory of all his goods. She prays that Council will allow her something on her dowry, for her husband's funeral, costs of his illness, and her mourning. No signature.

Chaler cited.

December 28, 1747. Notice of citation served on Sr. Francois Chaler by Sheriff Lenormand.

December 28.

30983. 1 p.

Petition to Mr. Le Normant for permit to sell a plantation on the road to Bayou St. John. Signed: St. Martin.

Petition to sell a plantation.

December 30, 1747. Permit to sell, signed by Lenormant.

Permit granted, and certification of compliance with legal formalities.

December 30, 1747. Certification by Sheriff Lenormand that publications and all other formalities have been complied with.

December 30.

30983. fo. 3.

4467. 4 pp.

Sale of above plantation and eleven slaves.

Sale of Plantation situated on the road to Bayou St. John, and eleven slaves, by Sr. Raymond St. Martin de Jaureguibery to Sr. Duhommeel, for the sum of four thousand piastres of five livres each, a part paid cash, and the remainder payable in two equal installments. Act of sale passed before Notary, with Chantalou and Lenormand as witnesses. Signed: Demorant; Duhommeel; Lenormand; Chantalou; St. Martin; Henry, notary.

(To be continued)

INDEX TO THE SPANISH JUDICIAL RECORDS OF LOUISIANA
XLVII.

June, 1782.

(Continued from July, 1935, Quarterly)

By LAURA L. PORTEOUS.
With Marginal Notes by Henry P. Dart. (when not initialed)

Spanish officials appearing in this installment:

Alcade, Jacinto Panis, Sergeant Major of this place, Brevet Lieutenant Colonel of Infantry, and Alcalde Ordinario of this City and its Jurisdiction, etc.
Assessor, Juan Doroteo del Postigo.
Escribanos, Rafael Perdomo and Leonardo Mazange.
Attorney, Francisco Broutin, the only one named.
Interpreter, Antonio Mendez.
Juan Ventura Morales, Official Royal Accountant and Treasurer for the Branches of Population and Friendship for the Indians of this Province, (Oficl. Real Contador y Tesorero de los Ramos de Poblacion y Amistad de Indios en esta Provincia), Alcalde Ordinario of this City and its Jurisdiction for His Majesty, etc. (1783).
Alcalde, Francisco Joseph Le Bretton (1783).
Francisco Maria de Reggio, Alferez Real, Regidor Perpetuo and Alcalde Ordinario of this City and its Jurisdiction, acting in the absence of Juan Ventura Morales. (1783).
Alexandro de Clouet, Commander of the Post of Opelousas.
Nicolas Fromentin, Deputy Sheriff.
Francisco Munoz, Warden of the Prison.

June 3, 1782.

Criminal Prosecution of a negro slave, Juan, belonging to Vincent Rillieux.

No. 46. 20 pp.
Court of Alcalde Jacinto Panis.
Assessor, Postigo.
Escribano, Rafael Perdomo.

The record opens with an announcement by Alcalde Jacinto Panis to the effect that on the 2nd of the current month, Vicente Rillieux, Brevet Lieutenant of Infantry, appeared before him to make a charge against his slave, Juan, who has stolen a pirogue from his plantation which he took to Charles de La Chaise's place

This lengthy suit, which possesses no particular interest for the student of legal history, is interesting for its reflection of negro character, which appears to have changed little during the century and a half which has elapsed since 1782. Many of the facts brought out in the proceedings sound quite modern.—W.P.

on the other side of the Lake where he stole some turkeys and hens, these he took in the pirogue to this city. He also broke into Mr. Guerin's house to rob it, where he was recognized by an old free negro and another called Nicolas. Juan was arrested and taken to Jacinto Panis' house together with a negress, called Maturina, and he was placed in the public prison where he now is. A petition was made to the Court to issue the necessary orders to begin the prosecution so as to ascertain the truth and to punish the accused. There was a further request to have Maturina and Nicolas summoned for examination on the particulars of this crime and any other persons who may have any knowledge of it, and as Juan does not seem to know Spanish, his owner asked to have an interpreter appointed for him. The Court named Antonio Mendes for this purpose, who must be notified for his acceptation and oath. Mendes accepts and qualifies.

Declaration by Maturina, a free negress.

Maturina is summoned and through the interpreter declares: That at about 3 o'clock in the morning of the 2nd of this month she heard cries that awakened her; she knew they came from Mrs. Gravel's mulatto slave, Louisa, who said someone had just stolen their hens and had also taken a linen shirt belonging to her brother Paul. They both got up and ran into the street with her son, Paul, and in a little while they found three of their hens that had jumped out of the basket in which they were being carried by the thief, who had tied them after they were caught, according to what she has heard. In the meantime she went to make inquiries herself and met her son again with Mrs. Macarty's Nicolas, who has her plantation at the German Coast. On the levee they found the stolen hens which had been sold; three of them were in the possession of a white man she did not know. She questioned him as to how he had come by them and he answered he bought them from a white man, named LaRochelle, who had a grocery, or tavern on the same levee. Directing herself to La Rochelle she warned him the hens had been stolen and that she recognized them as hers. The witness then went to reclaim them before the Alcalde to whom she disclosed the name of the person who had them as well as the number stolen. To these charges La Rochelle answered that he did not buy more than six and had sold three, and that there was a cock shut up in his shop. She went into the room where he turned the rooster over to her, saying that the same negro from whom the chickens were bought was also in the room. She told Nicolas to arrest the thief and to present him before the Justice. She inquired

of him the whereabouts of the other fifteen that were missing. The thief broke some boards and escaped, but Nicolas overtook him at some distance, arrested him and took him before the Justice, who ordered him put in prison. He was also told he must give up the shirt that was recognized as one stolen from her brother, Pablo, which he had offered to sell to La Rochelle, but he refused to buy, when he delivered the cock to him.

Declaration of Nicolas.

Nicolas, Mrs. Macarty's slave, was summoned before Alcalde Panis to give his testimony, which reads in part: He was sleeping at his sister Maturina's house when at about one or two o'clock in the morning he heard cries of thief, thier. He got up and went out to find out the news in the courtyard. There he met the mulattress, Luizon, Mrs. Grabelle's (Gravelle) slave, who told him a negro had broken open the door of the hen-house and had carried off all the fowls he could find, in a basket. With this news, Maturina and the witness went to search in every direction to find the thief, but without success, so he went back to the house to wait for daylight. A little later he went on the levee to see what he could find out, and as he was passing in front of La Rochelle's hut or cabin he heard some hens within and going in to investigate he saw a white man, whom he did not know, take three hens to sell. The witness approached with Paul, his nephew, aged ten or eleven years, who accompanied him, and they recognized them as the same that had been stolen from his sister's house. He questioned the man if he had any others to sell, who answered he had disposed of some and that all that now remained to be sold were those he saw. He questioned him further so as to give Pablo time to go for his mother, as the chickens seemed to him to be the ones his sister had lost. He was told that if he paid in silver he could have them for 4½ reales apiece and in paper 6 reales. Then his sister arrived and recognized the hens as hers and the same that had been stolen from her the night before. She asked where he had gotten the fowls and he said they were not his, but that La Rochelle had commissioned him to sell them. La Rochelle was questioned as to where he had gotten them, and he answered that it was none of their business. Maturina threatened him with the Alcalde, telling him he must go to his presence, because the three hens together with the others he had sold were hers and those remaining must not be disposed of. At this La Rochelle turned over to her the three hens, then she entered his hut where she found one chicken that also belonged to her, La Rochelle telling her it was a negro who had brought them to him to sell. Maturina demanded to know who was this negro, where was he, and did he know him; he answered that he would know him if he were to see him and that he must be on the levee, or in some of the huts. The wit-

ness left them to see if by chance he might recognize the thief by some mark. He went into La Rochelle's room and found he had escaped by breaking a plank in one side of the cabin, and although he had reached some distance he overtook him and knocked him down with a blow in the back of the neck; however he jumped up and attacked the witness with a knife, to avoid a blow from it he hobbled his wrist so as to hold him down and get possession of it, but notwithstanding his efforts the thief took a bite out of his arm, which has caused him to suffer some two or three weeks without the power to work.

Pedro Guerin's declaration.

Pedro Guerin declares, through Antonio Mendes the interpreter, that on the night of May 30th between 11 and 12 o'clock he heard a noise as if some one was tearing out planks from the wall of one of the outbuildings of his house, and a little while after he heard more distinctly, as if some window had fallen, getting up and opening the door of his house he saw an indistinct object crawling under the gallery and trying to make an escape. Calling his dogs he sent them after him, but notwithstanding these efforts the intruder succeeded in jumping over the fence of the enclosure and making his escape. The witness returned to investigate the break that had been made in the wall of the cabin and found that two strips had been unnailed and two planks removed, and that the hinges of the half window had been broken with violence and it had fallen out carrying with it the scaffold the thief had made to reach it. This caused the noise he heard. Afterwards he examined the place under the gallery from which he had escaped, and there he found a woolen cover and two hats, one white and the other black, and a hatchet with which he had made the opening. These he had left so as not to interfere with his escape.

Declaration of a free negro, Augustin.

The free negro, Augustin, declares that on the day preceding the night of the robbery at Mr. Guerin's house a negro named Juan presented himself before the witness saying: "Papa I thought you had died," to which the witness answered "God has still preserved his life as he could see." He then asked him from whence he had come. He answered he came down from Illinois and that his owner was Mr. Cadet. Before he went up on this voyage to Illinois he has talked to him when the witness was living in a hut that had been conceded to him at the foot of the levee which does not exist there now. He asked Juan where he lived, and he answered that he had his lodgings near the house of one called Panquinet. When the conversation ended they took leave of each other. At about one o'clock in the afternoon Juan appeared at the witness' house with a white hat on his head and

a black one in his hand, with a cloak which was a part of some sailor's apparel, and a gun. He came at about the time the witness was going out for his labors. He said to him, "you have come at a bad time because I have nothing to give you to eat." They were in conversation again at three o'clock, and during this interval Juan left his house and somewhere that the witness does not know he disposed of his gun and cloak. When he returned to the house he said: "you have nothing to give me to eat, I have brought you something. Here is a half real. If you care to we will go to drink a fillet at a house near your owner's, who is called Mr. Guerin". In fact they did go to this house, and after both had had a drink they left, each one going about his own affairs. That night Juan tried to carry out his intention to rob Mr. Guerin's house. Later this gentleman came to question the negress in whose house the witness lived, if she had seen the thief, was he in her house, or in Augustin's cabin, because he had broken into his house to rob it. The witness had never given lodgings, nor seen, nor spoken to him other than on the occasions and at the time mentioned. The only other time he had seen him was when he came to his cabin when he lived at the foot of the levee, before Juan made his trip to Illinois. For these reasons he does not know the place where he has taken shelter. It was quite his intention to investigate and try to find him. On the following morning Mr. Guerin made him appear before Alcalde Panis, after they had seen and examined both breaks made in the house so as to report and verify the act. They were charged by the Alcalde to make all the researches possible to find the thief and to notify him when they did. In fact he posted the witness and several of his friends and acquaintances in different places so as to observe and see that order was held, but nothing resulted nor did he find him nor did he know where he took refuge. Some few days later, after having had news of a robbery of some hens taken from the house of a free negress called Maturina, and that they had caught the thief, presuming it was the same, he notified Mr. Guerin. Thereupon they both went with the Alcalde to the Royal Prison, and there the witness recognized the thief who had stolen the hens was the same negro, Juan, who some nights before had intended to rob Mr. Guerin's house. Among the things that had been taken they found a hat, the same that he had worn, the blanket, and the hatchet which perhaps had been stolen in some other place which the witness did not know.

Alcalde Panis' decree.

Alcalde Panis, having examined the foregoing testimony, on Postigo's advice, orders a declaration taken from Juan, the negro slave now held in the public prison; the usual questions must be put to him, and if necessary let him be recalled and requestioned.

Juan's declaration or confession.

To the usual questions he answers: His name is Juan, he was born in Guinea, he is aged twenty-six, a bachelor and is a laborer. He was arrested by a negro whose name he does not know, upon whose order he was taken to Don Jacinto Panis' house. The latter sent him with his warrant to this public prison, but he does not know why.

Q. Why does he say he does not know the reason for his arrest, when from the summary investigation it appears it was because he is a fugitive and has committed several robberies in this city, having stolen some turkeys and hens to sell them?

A. It is true he is a run away and has stolen the hens, but he thought the theft had not been discovered, and helping his owner on his plantation he thought there was some other reason for his arrest; that is why he said he did not know.

Q. Asked what persons had heard them when he stole the hens as declared in the foregoing answer, did anyone else, white, negro or mulatto accompany him, and where did he leave the chickens?

A. No one else accompanied him. He was alone when he committed the robbery. He stole five hens and intended to buy powder with the money he got when he sold them. He did not put them in anyone's house, but laid them out on the levee to sell them.

Q. Asked if besides stealing the hens he had committed any other robberies?

A. He said another time he intended to break in and steal and forced a window for this purpose; this was to take a gun he needed which he saw inside of the house. With this motive he entered and took a drink of brandy.

Q. Where did he get the shirt he had put on over the other which he was ordered to return the day he was arrested?

A. He said passing by he saw it stretched upon the stakes of a corral so he took it and put it on.

Q. Was that the night he stole the hens?

A. Yes, and in the manner he has already said.

Q. Asked from whence he came when he ran away to this city?

A. From his master's plantation which is on the other side of Lake Pontchartrain.

Q. Did he commit any other robberies at the houses of the neighbors settled at that place?

A. Yes, he robbed Carlos de la Chaise's plantation of two hens and two turkeys, besides a gun flint.

Q. When he came as a fugitive to this city from his master's plantation did he steal anything?

A. When he could not find his own gun he took his master's and a powder flask, besides a shirt and some sweet pota-

toes that were in the pirogue, which he also stole so as to row himself across the lake to the city.

Q. Asked if before he came to this colony he had been a slave in any other?

A. He said from Guinea he was taken as a slave to Santo Domingo.

Q. Was he brought to this Colony to be sold, or was he sold in the Island of Santo Domingo?

A. He was sold in Santo Domingo and bought by Mr. Genar who brought him to this Province.

Q. To whom did Mr. Genar sell him?

A. To Mr. Suto, a merchant of Illinois.

Q. How is it that he now belongs to Mr. Vincent Rillieux of this city?

A. His owner, Mr. Suto, made him embark in a boat belonging to Buesoleil as a rower, with an order to deliver him to Mr. la Badi (Dabbadie?) in this city, who caused him to be sold at public auction.

Q. When he was in Illinois did he commit any robberies or did he ever run away?

A. He never stole anything but he ran away three times. Twice he was arrested and brought back by the Indians and the other time he gave himself up.

Maria Rose, a free negress, makes her declaration.

Maria Rose declares that on the evening of Corpus (Corpus Christi) eleven hens were taken from the courtyard of her house. She made an investigation the day following to try to find out who was the thief and to locate her hens. She heard Maria Marcos Olivares had bought nine chickens, so she went to her house to ask her who had sold them to her. She answered that it was a negro named Juan, a slave of Vincent Rillieux, on the levee that same morning, some she bought for 4 reales and some for 3; and when the hens were shown to her she recognized them as 9 of the 11 that had been stolen from her. She was asked if at the time she bought the 9 chickens she had seen who had purchased the other 2 missing ones. She answered that a negro slave of Andres Jun (Jung) had bought them. As a result of this news she came, in company with Maria, to the Court of His Honor, in whose presence Maria stated to the Judge what she, the witness, has just declared, in virtue of which the Alcalde turned over the hens to her to be held at the disposition of his Tribunal.

Alcalde Juan Ventura Morales renders a decision.

Nothing further is done until January 8, 1783, when the case passes into Alcalde Juan Ventura Morales' Court. There, on the advice of Juan Doroteo del Postigo, he rules: It does not appear from the confession made by

the negro, Juan, belonging to Vincent Rillieux, that he has stolen the hens seized on the levee, and later the free negress, Maria Rosa, presented herself, complaining that the forenamed Juan had also robbed her of some fowls, His Honor orders them to take a new confession from Juan.

Juan makes a second confession.

Q. Questioned on whose order arrested, by whom and for what cause?

A. He answered he was arrested by a negro whose name he does not know, on a disposition of Alcalde Jacinto Panis. It was on his order that he was sent to the public prison. The cause of his imprisonment was, he thinks, because of some hens he had stolen.

Q. Asked if he remembered having made a declaration in these proceedings and if he wished to have it read to him so as to become a part of his confession?

A. He said, yes, he remembered of having made it and that he wished it to be a part of his confession. It was read to him word for word and he said it was the same that he had declared.

Q. Asked from whom had he stolen the hens he sold on the levee, what was the name of their owner, to whom did he sell them, and at what price?

A. He said they were stolen from a free negress, named Maturina, and sold to a Frenchman called La Rochelle, who had a cabin on the levee.

Q. Questioned why did he, in his confession, refuse to tell to whom he had sold the hens, thus concealing the names of those who had bought them, when in the summary investigation it turned out he sold some for 4 reales and some for 3 to a negress, a slave of Marcos Olivares, and besides had sold two to Andres Jung's slave?

A. He denies the charge that he did so.

Q. Questioned how many hens did he steal, and what disposition did he make of them?

A. He sold five on the levee, some for 3 reales and some for 4.

Q. Does he not know that it is a crime to steal and that for those who do commit such delinquencies the laws have established grave penalties?

A. He knows it is a crime to steal, but at the time he committed the incriminating robbery "he was preoccupied with drunkenness." It is not a habit with him to take things, and for this reason it is understood that he does not merit punishment.

The record ends here and is therefore incomplete.

June 7.

Proceedings brought by Florencio Basillio against the estate of Antonio Churiac.

Court of Alcalde Jacinto Panis.
No Assessor.
Escribano, Rafael Perdomo.
To be released from the obligation of a contract fulfilled.

This suit arose from the death of one of the parties to a contract, and was instituted to clear the record in the settlement of the estate of the deceased. Such legal action seemed quite necessary under the laws of the Spanish regime in Louisiana.—W.P.

Basillio petitions.

The record opens with a statement of accounts, a contract and an invoice offered as exhibits by Florencio Basillio, who states the deceased Antonio Churiac entrusted 12,000 pesos to him to trade with in the city of Guarico, which would be verified at his arrival. He was charged to spend all of the said sum for effects and from the capital and profits he must deduct costs, commission and reductions of the Treasury bills that were delivered to him, as appears in the contract which he duly presents. He fulfilled this contract in all its parts as the attached General and Current Account shows. In the distribution of expenses he separates what he had sold from what remains unsold, which he invested legally, and since he had exhibited the capital and profits as had been agreed upon with the late Mr. Churiac, he asks to be released from all further responsibility in the matter, and that this Tribunal be pleased to order the present Escribano to give him a certified copy of the receipt, which must actually precede the delivery of the abovesaid funds and effects just as soon as these accounts will be approved. Panis, on Postigo's advice, rules the accounts and contracts having been presented, send them to the widow of Antonio Churiac.

Mrs. Churiac answers.

Genevieve Decallongne Churiac answers, saying the accounts presented by Florencio Basillio of the capital and profits on 12,000 pesos, that her late husband delivered to him to be used in trade on his voyage, have been examined carefully. The accounting is correct in all its parts, therefore she offers no objection to its approval. Although the 12,000 pesos were delivered by her late husband, the money really belonged to Pedro Aragon y Villegas, to whom she prays the Court to order the accounts delivered, together with the capital and profits that have been exhibited, and to surrender to her the confidential obligation that her late husband drew up for his protection. Panis, on Postigo's advice, orders this petition sent to Pedro Aragon.

Villegas answers.

Pedro Aragon y Villegas answers, stating that in answer to the written petition presented by Mrs. Churiac by which she

manifests to this Tribunal that the 12,000 pesos her late husband delivered to Florencio Basillio really belonged to him and not to Mr. Churiac, he prays to have the accounting presented by Mr. Basillio ordered shown to him, so that he may verify it and have the money turned over to him together with the profits accruing, when he will promptly give the necessary receipt. Postigo advises Panis to order the accounts which were sent to Mrs. Churiac delivered to Pedro Aragon. This ends the record.

Documents connected with above suit.

Three detached fragments were found in the box containing the records of 1782:

1st. The fly-leaf of a suit reading: "Year of 1782, Proceedings for the calling of an auction sale of the merchandise belonging to Florencio Basilio.—Court of Senor Don Jacinto Panis, Sergeant-Major of this Place and Alcalde Ordinario.—No. 6.—Escribano Don Rafael Perdomo who is for War, Public and the Royal Treasury and Register.—Juan Antonio Dias Cavallero."

2nd. A petition presented by Florencio Basilio, dated August 17, 1782, by which he asks for a permit to sell some merchandise at public auction. Petition granted by Alcalde Panis.

3rd. A declaration by Genevieve Decallongne Churiac dated February 20, 1782, by which she states she does not know anything about the accounts presented on page 1 of these proceedings.

June 12.

Juan B. Tounoir vs. Magdalena Cartier, Widow of Santiago Beauregard.

No. 3463. 24 pp.

Courts of Alcaldes Jacinto Panis and Francisco Josef Le Breton.
No Assessor.
Escribanos, L. Mazange and Fernando Rodriguez.
To collect a debt.

This suit, which is an action to collect a debt from the heirs of one deceased, is interesting to the student of legal history on account of its settlement by arbitration, a method which was resorted to quite frequently under the Spanish regime.—W.P.

The first entries are two exhibits. One is a letter dated New Orleans, February 21, 1774, written by Mr. Beauregard to Mr. J. Herbert to the effect that enclosed is an order on Mr. Ducoudraux, the Commander at Pointe Coupée, for 1800 francs that Mr. Voix had remitted to him on account on his note which Herbert had left with the writer. who asks to be immediately advised if he has been paid so as to credit Mr. Voix with this amount. The second exhibit is the order mentioned in the letter. The suit proper begins with a petition by Juan Bautista Tounoir, stating that as curator and guardian of the estate of Joseph Herbert now entirely insane, he finds among

his client's papers an order drawn by Mr. Le Blanc de Villenueve on Mr. Decoudros for 360 pesos in favor of Mr. Herbert and whereas the order was given by the late Santiago Beauregard to cover a part of the credit he had pending with him, as appears from the letter duly presented. However, Joseph Herbert never received this amount as the order shows, therefore he prays the Court to decree that this sum be paid from the estate of the late Mr. Beauregard, his heir may then take recourse against the forenamed drawer of the note. Alcalde Panis rules to send the petition and exhibits to Magdalena Cartier, Widow of Santiago Beauregard.

Mrs. Beauregard answers.

Magdalena Cartier, Widow of Santiago Beauregard answers through her attorney, Francisco Broutin, saying that according to her husband's letter she does not owe anything, as he was only doing a favor by sending the order delivered to him by Henrique Voix in part payment of a debt due. However, the real debtor is Pablo Le Blanc who has drawn the note. She prays that her opponent be ordered to direct his suit against Mr. Le Blanc, and that he be condemned to pay all costs caused or to be caused. The Court orders this petition sent to Juan Bautista Tounoir.

Mr. Tounoir answers.

The plaintiff in his answer sets forth that Mrs. Beauregard's statement is without foundation or reason when she claims that her husband in making the payment of 360 pesos, the full amount of an order, was only doing a favor; yet in the letter presented in these proceedings, written by Mr. Beauregard to Joseph Herbert, it does not in any way appear that he was sending the order as a favor, but with the intention to procure reimbursement of this sum for his own account. However, it is said in the letter that the order had been remitted by Henrique Voix on account for a note which Joseph Herbert had delivered to him to collect. Clearly then the order was for the account of the late Mr. Beauregard, because if he did not owe the debt he should not have accepted the order. Therefore, he prays that the widow's claim be excluded and the debt ordered paid. The Court rules to send this answer to Mrs. Beauregard.

Mrs. Beauregard's petition.

The defendant avers that she does not owe the money, and that the real debtor is Pablo Le Blanc, who is the one who drew the note. He received the money from Mr. Voix, who left the order with her husband to be sent to Herbert for collection, as Voix owed the money to the latter and not to Beauregard and never did owe him anything. The letter makes this clear in these words: "Notify me if you have been paid so that I may

credit the said Voix with this amount." Therefore she prays that Herbert's pretensions be excluded and he condemned to pay costs. Panis orders this sent to Voix.

Henrique Voix answers.

The case passes into Alcalde Le Bretton's Court, where Henrique Voix answers through his attorney, Francisco Broutin, saying the order for 360 pesos that he delivered to Mr. Beauregard, drawn upon Mr. Descoudreaux, then Commander at Pointe Coupée, was sent to Herbert for his, Voix', account and as the order which belonged to him has not been paid he asks to have it returned to him, as it is his, with the condition that he will pay Herbert the sum mentioned. This will be done in accordance with accounts that will be drawn up by two merchants whom he prays the Court to name for this purpose. In consideration whereof he prays for the return of the note and that Tounoir be condemned to pay costs. The Court orders this petition sent to the opposition.

Litigants agree to arbitration.

Juan B. Tounoir and Henrique Voix, in a joint petition, set forth that in order to avoid costs they agree to be judged in the matter of which one among the three debtors must pay the order presented on page 2 of these proceedings and in this way end litigation. Mr. Tounoir names Leonardo Mazange as his Judge-Arbitor, and Mr. Voix names Phelix (Felix) de Materre. They also pray the Court to direct the present Escribano to draw up the written document of compromise, which they have authorized, imposing upon them a penalty of 200 pesos, so as to pay the proper party. They further agree to abide by the rulings of the arbitors. Le Bretton decrees: Let the present Escribano proceed to draw up the written document of compromise, as has been declared, and let the judge-arbitors be appointed as requested, to whom the records of the case must be delivered, so as to determine according to its merits, and done let all proceedings be returned to the Court.

The arbitors accept.

Leonardo Mazange and Phelix de Materre are both notified of their appointment; they accept and qualify. The next document on file is a certified copy of a notarial act according to which the two interested parties appoint Leonardo Mazange and Felix de Materre to arbitrate their case.

Mr. Tounoir petitions.

The plaintiff petitions, saying that he has placed the records of the case in the hands of the arbitrators so they may pass sentence. However Joseph Beland, [signs himself "Belland"] a former cashier of the late Santiago Beauregard, knows all about the transaction between Henrique Voix and Joseph Herbert,

therefore he asks to have Beland summoned to give his testimony under oath, and done deliver it to the arbitrators so that they may render a decision. Le Bretton rules accordingly.

Joseph Beland's declaration. Mr. Beland declares that although he wrote the conditions of the agreement between Henrique Voix and Joseph Herbert, he has no knowledge of anything relating to the matter, nor did he see the money counted out which article six of the said conditions acknowledges to have been received. This is as much as he knows.

Tounoir again petitions. Juan Bautista Tounoir asks to have Pablo Le Blanc de Villeneuve's testimony taken concerning the order upon which this law suit is based, as it was drawn by him on Mr. Descoudreau in favor of Mr. Herbert, upon the request of Henrique Voix, who alleges he entered into a contract with Mr. Herbert, and for this purpose he was obligated to give a certain sum of money, and when Mr. Le Blanc's declaration has been made send it to the arbitrators. Alcalde Le Bretton orders Le Blanc to make the declaration, asking the help of the Governor General of this Province, who must give his permission for the taking of Le Blanc's testimony.

Mr. Le Blanc testifies. Pablo Le Blanc, Aid-major of this place, takes his oath on the cross on his sword, promising on his word of honor to tell the truth, and upon having been shown the written document which precedes, he read it and thereupon declared that Mr. Bois (Voix) requested him to give an order for 1800 livres upon Mr. Decoudreau in favor of Mr. Herbert, with whom he was about to make a business deal and for which purpose he must deliver some funds. This is as much as he knows about the matter.

The sentence by arbitration. Messrs. Mazange and de Materre, Legal Arbitrators (Juris Arbitradores) render sentence as follows: After due deliberation on the facts of the case, it is evident that the money in question belongs to Joseph Herbert, so the party who represents him must take action against Henrique Voix, the possessor of the said sum, who must also pay the costs of this case.

Tounoir petitions. The plaintiff says that the arbitrators have rendered a sentence, which he asks to have the Court confirm, giving a judgment as done, consented to and passed in authority of a thing adjudged, and in consequence of it order that it be complied with and executed according to its form and tenor, interposing in it for this purpose its authority and judicial decree inasmuch as it has place in law. Alcalde Le Bretton confirms the sentence by arbitration. Louis Liotau taxes costs at 30 pesos 5 reales. The suit ends July 14, 1783.

June 12.

Juan Baptista Orso vs. Nicolas Vebert. To rebuild a house which the latter sold to the former.

No. 47. 30 pp.

Court of Alcalde
Jacinto Panis.
Assessor, Postigo.
Escribano,
Rafael Perdomo.

This suit grew out of a misunderstanding over the manner in which a house was to be repaired, the vendor having agreed in writing to replace all damaged materials and to put the house in good condition, while the purchaser insisted that materials of poor quality were being used in the repairs which were being done by unqualified workmen. The vendor contended that he was proceeding in accordance with a verbal agreement with the purchaser. The purchaser brought suit to compel the vendor to live up to the written agreement, while the vendor contended that he was being compelled to spend far more in the repairs that had been agreed upon in the verbal understanding. The facts brought out in the proceedings reflect human nature, the vendor wishing to spend as little as was absolutely necessary, while the purchaser wished to get as much as possible in the matter of repairs.—W.P.

Baptista Orso, through his attorney, Francisco Broutin, states: As it appears from the act of sale which he duly presents, Nicolas Vebert has sold him a lot containing a main house which he obligated himself to construct and repair this summer at his expense. He agreed to put in good condition all the flooring, beams and wainscoting which are entirely rotten, as stipulated in the act of sale. Such repairs as he has made are so badly done with old lumber that in place of reconstructing the house he has destroyed it, although he has been warned that the work is not satisfactory. Therefore he prays the Court to order experts named to examine what has been done, as it is very prejudicial to the house. He also asks to have the experts make a plan of the repairs needed, and in the meantime let the work on the house be suspended that is being done with negroes and one white man, as none of them are carpenters. Let the Court order the repairs made by carpenters, in accordance with the plan that the experts will make, condemning his opponent to pay costs. Panis, on Postigo's advice, rules: Notify Nicolas Vebert to suspend work on Bautista Orso's house, so that an examination may be made by Lorenzo Wiltz and Francisco Bijon, so that these proceedings, with the assistance of the present Escribano, may be put into execution with the greatest promptitude possible, so as to be included in the record, and done let all be returned to the Court, so that a corresponding decree may be given.

Act of Sale.

The next entry is a certified copy of an act of sale dated January 28, 1782, to the effect that Nicolas Vebert sold Juan Bautista Ours (Orso) a house built on a lot on St. Peter Street, measuring 36½ feet front by 70 deep, the house constructed of bricks between beams above and below, measuring 32 x 32, together with all other buildings thereon which adjoins the property of the Trudeau heirs on one side and the vendor's on

the other, who bought it from Madame Chamilie. The price of this real property is 1400 pesos. The act specifies that all flooring, beams and wainscoting of the said house has rotted. He agrees to put all in good condition.

Report of the experts. Lorenzo Wiltz and Francisco Bijon, experts named by the Court, appear before Rafael Perdomo, the Escribano of this cause, to make an examination of the house Nicolas Vebert sold to Juan B. Orso. They went to the place and, in the presence of the vendor and vendee, the above act of sale was read aloud to them so as to make them see the conditions of the sale and the obligations constituted therein. The experts then proceeded to make a thorough examination of all the specifications of the sale, namely, that the vendor would put it in good condition, they looked over the house carefully and found many pieces of lumber that were being used both useless and unserviceable. For this reason they have agreed and feel that the said Vebert must put in new wood, and to make the proper repairs he must employ expert carpenters to do the work, who must be appointed just as soon as this examination is finished, provided the Court approves. Panis, on Postigo's advice, rules: Having seen these proceedings let them be shown to Nicolas Vebert, so that within two days precisely he must explain what is suitable. Assessor's fees 2 pesos.

The plaintiff petitions. Francisco Broutin, in the name of his client, says that he has been officially appointed his attorney, as a certified copy of a notarial act duly presented shows, which he asks to have made a part of these proceedings. Panis, on Postigo's advice, consents. The said act issued by Rafael Perdomo is next on file. Broutin then presents a second petition complaining of the fact that Vebert has not answered, and asking to have him declared in default, and the records of the case taken from him by judicial compulsion. Petition granted by Alcalde Panis, on Assessor Postigo's advice. A marginal note stipulates that the warrant (apremio) has been issued as ordered in the decree on the reverse side of this page. Nicolas Fromentin adds a note to the effect that he has removed the records by judicial compulsion.

Nicolas Vebert answers. The defendant answers, saying that he has been given a copy of the proceedings, and from them the envy and malice may be clearly seen, which has instigated his opponent to bring suit against him, since he has in no way made any objections to fulfilling his contracts as stated in the certified copy presented, but the plaintiff wishes to compel him to put in new beams because some were found to be a little damaged and rotten, when by verbal agreement at the time of the sale it was stipulated

that those found in bad condition would be replaced. Now he asks to have the entire structure repaired. He has in no way failed to comply with the conditions set forth in the act of sale, and will promptly execute it in conformity to and as agreed therein. Therefore he prays to exclude the said Orso's pretentions, as his suit is without foundation or reason, and condemn him to pay all costs. Panis, on Postigo's advice, orders this sent to Juan Bautista Orso.

Mr. Orso answers. Francisco Broutin answers for his client, saying that the verbal agreement cited in the foregoing petition does not amount to anything, because what is specified in the act of sale must be considered, as well as the decision rendered by the experts who were named to examine the repairs already made on the house. After a careful survey they found many pieces of lumber useless and unserviceable. For this reason it was agreed that Vebert must put in new ones, and to accomplish this it will be necessary to place a qualified carpenter in charge of the work, who is capable of carrying out the repairs needed. Therefore may it please the Court to order these said repairs made by carpenters capable of executing them, and when the work will be finished order another and a new examination made by the same experts, so as to see if it is satisfactory, because the experts have found many faults and defects in the repairs begun by Vebert. Panis, on Postigo's advice, rules: Let this petition be sent to Vebert, and notify him that he must answer for the first audience.

Nicolas Vebert answers. The defendant says, in answer to the foregoing petition, in which his opponent alleges, in his defense, that the verbal agreement does not amount to anything when compared with what is stipulated in the act of sale, which according to what he says in his documents makes it appear that the verbal agreement was not included in the written act. Therefore in view of the representation he has made to the Court, may it please Alcalde Panis to exclude Mr. Orso's iniquitous pretentions and condemn him to pay all costs caused or to be caused.

Definitive Judgment. Alcalde Jacinto Panis, on Licensiado Postigo's advice, decrees: That he condemns and does condemn Nicolas Vebert to put in new pieces of wood in place of the ones the experts find to be unserviceable because of their bad quality, in the house sold to Baptista Orso. For this purpose he must employ a master carpenter from those in the town who follow this trade, and after the work is finished a second examination must be made by the same experts. He must also pay all damages and prejudices.

Baptista Orso petitions. The plaintiff petitions, saying this cause has been definitively sentenced, and as the time for appeal has passed he prays this said sentence be ordered as consented to and passed in authority of a thing adjudged. Panis, on Postigo's advice, orders this sent to the opposition. In a second petition the plaintiff says this cause has been definitively sentenced and his opponent has been condemned as he has prayed, but the payment of costs was not included in the sentence, therefore he requests that these be taxed by the present Escribano, with Vebert ordered to pay them. Panis, on Postigo's advice, condemns Nicolas Vebert to pay costs, which must be taxed by the present Escribano.

Nicolas Vebert answers. The defendant petitions, saying that this cause has been definitively sentenced, condemning him to replace all pieces of lumber found unserviceable and also to pay for all damages and injuries. He must further suffer the expense of a second examination, and, because of the prejudices to him that this sentence inflicts, speaking with all due respect, he prays the Court to revoke it, as it is contrary to law, and to order the records of the case delivered to him, so as to enforce his petition. Panis, on Postigo's advice, orders the records delivered to him. Vebert presents a second petition, saying that having protested against the sentence, they were ordered to deliver the records of the case to him so that he might enforce his plea, and to make the Tribunal see the malice and envy of his opponent in bringing suit against him. He now duly presents the certificate of examination of the house made by the experts, and after the Court has viewed it, he prays they be ordered under oath to acknowledge their signatures at the end and to state if the contents is true, and done return it to him for purposes convenient to him. Panis, on Postigo's advice, denies the petition to have the experts verify their certificate of examination, because it is impertinent and his pretension is foreign to the subject.

Baptista Orso petitions. Broutin petitions for his client, saying that some days ago Vebert appeared before Alcalde Panis and treated with the plaintiff by word of mouth about their suit, and as this does not appear in writing he asks to have his opponent put the matter in writing for his security, within a short space of time, with a warning that they will proceed to the definitive conclusion of this cause. Petition granted; the defendant must comply within two days. In a second petition Orso avers that his opponent has compromised with him verbally and he has prayed to have the said compromise set down in writing so as to make this agreement evident to the Court. He was ordered to present it within two days, and, although many days have passed, he has

not answered anything, therefore he accuses him of being in default and prays to have the Court order a soldier placed before his door, at his expense, until he answers. Panis, on Postigo's advice, rules: As it is prayed.

The Agreement.

Juan Bautista Orso and Nicolas Vebert, in a joint petition, set forth that in order to serve God and for the peace of their souls they have agreed as follows: Orso will discontinue the prosecution of this suit and Vebert obligates himself to make the repairs on the house according to the conditions drawn up in the authentic instrument to this effect executed before the Escribano, and also pay all costs which they ask to have taxed, and the Court order the suit dismissed. Panis, on Postigo's advice, rules accordingly. Costs taxed at 42 pesos 6 reales.

June 18.

Andres Fernandez
vs. Joseph Silba.

No. 44. 120 pp.

Court of Alcaldes
Jacinto Panis, Morales,
and de Reggio.
Assessor, Postigo.
Escribano,
Rafael Perdomo.
To collect a debt.

This suit to collect a debt, is mainly interesting to the student of legal history on account of the many complications which it produced. The debtor was found to be insolvent, apparently owing almost everyone with whom he had ever had any dealings. With the instigation of this suit, all his other creditors began to demand a settlement of their claims. The case brings in the question of privileged and unprivileged claims, imprisonment of the debtor, seizure of defendant's property and apportionment among all the creditors of the proceeds of the defendant's estate, after the deduction of costs of court.—W.P.

The record opens with a note dated May 4, 1782, signed by Joseph de Silba, by which he acknowledges he owes and promises to pay Andres Fernandez 126 pesos, due him for various effects received from him. In a marginal note he mentions further purchases which brings the debt up to 137 pesos 4 reales. Andres Fernandez then petitions, saying that Josef Silba owes him the amount stipulated in the above note for various articles bought at his shop as appears from the attached receipt. He has tried to collect this debt, but without success, therefore he prays to have a writ issued to seize his property and secure his person in the royal prison until the debt is paid. Alcalde Panis rules: The obligation having been presented, attach it to the process until an opportune time.

Concursus of Creditors.

The suit develops into a Concursus of Creditors, and one after another all those holding claims against Mr. de Silba file proceedings. The next after Mr. Fernandez is Joachim Casas, who demands 96 pesos for a cask of brandy made from cane. This is ordered entered with Andres Fernandez' suit. Miguel Fortier prays for 180 pesos for wine; Lorenzo Wiltz presents a note for

300 pesos; Manuel Ramos asks to collect a loan of 100 pesos. For this amount he claims to be a privileged creditor. To which Alcalde Panis rules: Considering the debtor has acknowledged the obligation, the declaration this party has presented is useless.

Joseph Silba answers.

Joseph Silba answers, saying that Manuel Ramos and Pedro Carabajal have proceeded to embargo his estate and to pay themselves 750 pesos from the proceeds. These two gentlemen are not his sole creditors, there are many others besides, as is made evident by the note he duly presents which shows him to be a debtor for 3906 pesos, and as he has not sufficient funds to pay all his creditors except with what has been seized, and as the greater number of his said creditors have granted him an extension of time to meet his obligations, he prays to have these proceedings suspended until his property can be sold, and when everything has been disposed of at public auction the debts can then be prorated and each one will be paid according to the amount his estate will bring.

The list of creditors.

The list shows sixteen creditors, namely: Mr. Wiltz, Joseph Maro, Mathias Alpuente, Pedro Carabajal, Sergeant Sanchez, Andres Fernandez, Josef Dias, Mr. Viena, Mr. Fortier, Manuel Ramos, Captain Jaime, Mrs. Robert, Joaquin the Catalan, Montero, a Sergeant, Gilo, a free negro, and Catarina Beltran. The sum total of all these debts comes to 3906 pesos. Jacinto Panis rules: Cite the creditors included in the list presented, so that they may hold a concursus on Friday the 21st of the current month at 9 o'clock in the morning at the office of the present Escribano, so that informed of this representation they may set forth in answer what is agreed upon among them, and done let all be returned to the Court.

Other Creditors file claims.

Joseph Maro presents Josef de Silba's note and the bill for 600 pesos and 206 pesos, respectively, and claims a debt of 806 pesos.

Pedro Carvajal (Carabajal), Brevet Lieutenant, Captain of the Regiment of Infantry of Navarre, claims 650 pesos. Julian Vienne presents a note and asks for 90 pesos for two hogsheads of rum. Jose Diaz presents his bill of 119 pesos 4 reales. Joseph Ocon files Silba's note for 150 pesos for a loan. The next entry is an official letter dated June 19, 1782, directed to the Sergeant-Major of this Place (Jacinto Panis) and signed by Manuel Gonzales and Antonio Montero, to the effect that the former lent Silba 142 pesos and the latter 200 pesos. They ask to be numbered among Silba's creditors.

Resolutions taken at the meeting fo the creditors.

Pursuant to a decree of the Court, Silba's creditors met in concursus at the hour specified, in the office of the present Escribano, who showed and read to them a document presented by Silba in which he claims they left him free to administer his estate, that has been seized to be sold, until such time as he could pay his debts. This arrangement allowed him to remain in the position to continue his business as an honorable man, which up to now he has been able to carry on. In consideration of this representation made by Silba, his creditors held a conference among themselves and arrived at the conclusion that in no manner can they nor must they consent to what their debtor asks. For just considerations it is convenient to the rights of all the undersigned that the property belonging to Silba be sold at public auction for cash to the highest bidder, and from the proceeds payment will be made to each individual by prorating the amount obtained from the sale, from which must first be deducted the costs occasioned or to be occasioned up to the conclusion of this cause. This agreement is signed by Pedro Cavajal, Joseph Diaz, Joseph Ocon, Andres Fernandez, Antonio Montero, Manuel Gonzales, Joaquin Casas, M. Fortier, Jr., L. Wiltz, Manuel Joseph, Julien Vienne. It is drawn up before Rafael Perdomo, Notary Public.

Other creditors file claims.

Other creditors then proceed to file their claims. The next in order is Juan Bautista, First Chief of the Regiment of Infantry of Louisiana, acting for Antonio Gonzales Busio until his return from Jamaica. He asks to be paid 100 pesos. This money was lent to Silba on condition he pay 4% a month, as is evident from the receipt the debtor gave. He has tried repeatedly to collect, but now Silba is in prison and his property confiscated, so he asks to file his client's claim with the others.

A declaration by Mr. Silba.

A declaration by Silba to the effect that the obligation in favor of Joseph Ocon was made by him and that the signature to it is his. He really owes the 150 pesos, plus 5% interest.

Other creditors make claims.

Pedro de Alpuente y Ruiz presents an account with Joseph de Silba for 536 pesos 1 real which he says is due his brother Mathias de Alpuente y Ruiz. Catarina, a free negress, says Silba owes her 100 pesos. Chilo, a free negro, states Silba owes him 200 pesos. Andres Sarquie, or Chiloque, presents a note and says Silba owes him 13 pesos. Catarina, Widow Terrier, claims 12 pesos. Santiago, a free negro, presents a note and bill and asks to be paid 134 pesos for repairs made as a carpenter, on his house. Mrs. Robert presents a note and asks to be paid 210 pesos.

Guillauton asks return of his effects.

The next on file is a sworn statement of the effects, clothes and utensils belonging to Juan Guillauton, master carpenter, which were included among the possessions seized from the house of Josef de Silba, inn-keeper. This includes a large trunk, together with its contents, mostly wearing apparel, carpenter's tools, etc. In a petition he sets forth that in the seizure made at the inn-keeper, Josef de Silba's, house they included his clothes, effects, tools, etc., as appears from the sworn statement he duly presents. The reason why his possessions were found there was because he resided at the inn, as is generally known, therefore he asks to have his things ordered returned to him without delay. Besides the articles that were seized, Silba owes him 34 pesos which he asks to have ordered paid.

Other claims against Silba.

Antonio Ramis says Silba owes Jaime Rivera 100 pesos, and, as he is agent for this creditor, he asks to be permitted to file the claim. Alfonso Arran, soldier of the 8th Company of the Regiment of Infantry of Navarre, says Silba owes him 35 pesos.

Guillauton receipts.

The next entry is Juan Guillauton's receipt for his possessions that were returned to him as ordered by the Court.

Carlota asks to be released.

Carlota, a free negress, petitions, saying that at the request of Josef de Silba's creditors, it has pleased the Court to order her imprisoned, and she is now in jail. She has been placed here to make her produce all the effects belonging to Mr. de Silba found in her possession, which she has faithfully executed. She is in no way a party to this affair, and besides has suffered enough punishment by her imprisonment which she has not merited. Panis denies this petition because it has no place in law.

Ginaux petitions.

Then Ginaux, a free negro, Carlota's husband, petitions, saying that his wife has been imprisoned for three weeks for no other reason than that it is the wish of Silba's creditors to force Carlota to discover other property besides what she has already presented to this Tribunal, and as there is nothing else belonging to Silba in her keeping, nor any charge against Carlota to make her suffer punishment such as has been inflicted upon her up to now, he therefore humbly prays for her release from prison. Panis rules: Considering that this Tribunal has taken cognizance of the merits resulting against Carlota and pursuant to the best administration of justice, this Court must investigate all the ends and means so as to arrive at a full knowledge of any hidden property belonging to Silba. What this party petitions is denied. Let him be notified so he may abstain from giving other representations in this affair.

Transfer of an obligation.

Mathias de Alpuente signs a statement to the effect that he has this day, September 14, 1782, sold and ceded to Pedro Aragon y Villegas all the rights he holds in a debt due him by Silba for 200 pesos, which Villegas has paid in cash, with the condition that he can not at any time reclaim more than this said sum. Pedro Aragon y Villegas presents the above, and sets forth that as this exhibit shows he has acquired this debt, he asks to have it ordered paid. Alcalde Panis accepts the transfer and rules to file it with the other suits in this proceeding.

Owner petitions for release of his slave.

Bautista Rous says his slave, Carlota, is a prisoner at the request of de Silba's creditors. She is now very ill in prison, so he asks to have her released as she is in need of medical treatment. He obligates himself in due form to hold her at the disposition of this Tribunal. Panis rules: Let this party give the bond which he offers subject to what will be judged and sentenced. Let the negress, Carlota, be released. A marginal note signed by Perdomo stipulates the bond was drawn up in accordance with the foregoing decree.

Joint petition by three creditors asking settlement.

Bartolomeo Sanchez, Manuel Gonzales, both First Sergeants of Regiment of Navarre, and Josef Ocon, drug clerk of the Royal Hospital, set forth that they are creditors of Jose de Silba, who is at present at liberty. A public sale of his property and effects has been made, and this suit has been in the Courts for a year but these said parties have no knowledge where the funds resulting from the sale have been deposited. It seems to their interest, therefore, that this matter be settled in justice and the necessary partition be made. Juan Ventura Morales, into whose Court the case has progressed, rules: Let the records of this cause be delivered to him so that he may decree what is according to law.

Lorenzo Wiltz petitions.

Lorenzo Wiltz petitions, saying, in consideration that this cause is to be concluded and as his debt is privileged because it is a mortgage, it must therefore be preferred above all others. For this reason he can not let it be prorated with the rest of the claims already acknowledged. He asks instead to be paid his 500 pesos from the product of the sale of Silba's property. Morales rules: Let this representation be placed with the records, and done send to Licenciado Juan del Postigo y Balderrama, Auditor of War and Assessor General of this Province, so that after an examination the Court may consult him as to what may be in conformity to justice.

Andres Fernandez petitions.

Andres Fernandez is the next to petition. He appears before Alferez Real, Francisco Maria de Reggio, into whose Court the case has now passed. He states that he is one of Silba's creditors and has already presented his obligation for a debt of 137 pesos due him for merchandise, which according to these proceedings has been seized and sold at public auction. This debt has been allowed to run without premium or interest and therefore should be considered as privileged, because unlike the other creditors who have lent various sums at interest and have had the original amount increased, he has gotten nothing for the use of his goods. He prays that all the funds proceeding from the sale be ordered used to pay him his 137 pesos, because his debt is privileged. De Reggio rules: In his time he will decree.

Other creditors protest.

Pedro Aragon y Villegas petitions, protesting against any privileged creditors, or else that he be ordered paid with the same privileges as the others. De Reggio rules that in this hearing he will decree to the written petition of Andres Fernandez.

Jose Dias petitions, asking to be paid in preference to all other creditors, as the greater part of their claims are usurious. De Reggio rules: In his time he will decree.

Jose de Silba answers.

Jose de Silba petitions, setting forth that he has suffered a long imprisonment of ten months even though he had made an assignment of all his property in favor of his creditors, who could never prove that he had hidden anything, nor any other of the exaggerated grievances that have been presented against him. Besides he has been obliged to endure from Andres Fernandez, one of the creditors, all sorts of threats, who has even announced to him that he would extract payment from his eyelashes, or from his entrails, when others more privileged and for larger sums were not only more compassionate because of his condition, but have procured his release from prison and have obtained for him the means to make his living. Therefore he prays that Fernandez be ordered not to provoke him, when because of the submission of the petitioner there is no reason for it, and that this request so justified will receive your mercy. De Reggio rules: Notify Andres Fernandez that in future he must abstain from threats and menaces of this kind, with a warning that he will be prosecuted in conformity to law.

Baptista Rouwe petitions.

Bautista Rouwe petitions, stating that in the Concursus against Jose Silba they have accused Carlota, his slave, of having hidden property belonging to him. In these proceedings her effects, clothes, etc., were seized although nothing has been proven

against her. He prays that she be set at liberty and her things returned to her. De Reggio rules: Whereas what this party represents is uncertain, his petition is denied.

Alferes de Reggio renders judgment.

Francisco Maria de Reggio further renders a decision in these words: Whereas attentive to what has been represented by Bartolome Sanchez, Manuel Gonzales and Josef Ocon by written petition on page 77, His Honor orders that what was realized on the property which was deposited with the present Escribano must continue to be held on the same terms as was disposed by the Alcalde, who preceded him, according to the decree on page 98 of the first copy book, considering the reasons that have been presented, so as to provide in this manner on account of the small amount realized by the sale it was of greater benefit to the above named creditors to place the money with the general depositary where by law it draws 3%. In virtue of which the abovesaid decree of page 98 will be carried out so as to obviate further costs. Notify the foresaid creditors that under a libel they must explain if they wish the cause to run through all its procedure, or if according to its state and nature they will condescend to let it take its course to the definitive sentence when what they claim will be prorated.

Petition of the creditors.

The undersigned creditors of Jose Silba say they have been notified of a decree by which it has pleased the Court to ask them to appear for the conclusion of the suit. In consideration of which, by common agreement they say that waiting here to continue the suit would cause delay and be prejudicial to their interests, because many of them have to be absent from the city and to remain here would entail great expense. They promise to appear immediately after the suit is concluded to divide the result among themselves, prorating to each his legitimate share of his debt. Signed Pedro Aragon y Villegas,—For Josef Maro, —Bartime Sanchez,—Juan Bautista,—For Josef Ocon,—For Catherina, negress.—Andres Chiloque,—For Pedro Carbajal,—Manuel Josef Ramos,—M. Fortier,—Antonio Ramis,—Andres Fernandez,—Manuel Gonz (Gonzales), For Antonio Montero,—For Soli, negress.—For Mrs. Rover (Robert), Jose Maria de la Barbe,—Joaquin Casas —L. Wiltz,—Francisco Subiela. De Reggio grants the petition.

A series of exhibits presented by Manuel Gonzales Armirez.

The first is a letter dated April 17, 1782, and signed Antonio Montero, and is written to Manuel Gonzales Armirez, Second Chief of the Regiment of Infantry of Navarre, relative to various cargoes carried on his ship and to give notice that this is his last voyage. Second, a bill or statement

for 29 pesos 4 reales, signed Manuel Gonzales Armirez. Third, a bill for 322 pesos 5 reales. This is a statement of the effects that have not been sold and are returned. Fourth, Antonio Montero presents a statement of 400 pesos 3 reales for the effects sent to Mobile, to Manuel Gonzales Armirez. Fifth, a receipt signed by Miguel Dapena, dated June 26, 1783, for 12 pesos due for making a certified copy of a document. Sixth, Francisco Sanchez signs a declaration to the effect that he has delivered 20 receipts and a statement showing what the troops of this Military Post owe to Manuel Gonzales Armirez. These documents make up the above entry of 400 pesos 3 reales. Sanchez further receipts to Gonzales for 25 pesos which were his charges for drawing up the said account. The last exhibit is a statement of accounts drawn up by Gonzales for the effects shipped to him in Mobile by Antonio Montero, Sergeant of Navarre, amounting in principal to 269 pesos 7 reales, and in profits to 50 pesos 3 reales. The itemized bill names the effects as brandy, honey, vinegar, soap, oil, pipes, handkerchiefs, shirts, hats, packages of thread, buttons, buckles, etc. A second statement signed by Gonzales sets forth the costs for disposing of the above articles, including freight charges and 12 pesos a month for the hire of a man to look after them. There are other items amounting to 112 pesos 5 reales, which deducted from the principal, 269 pesos 7 reales, leaves a liquid remainder of 197 pesos 2 reales, which must be sent to Antonio Montero. This he will do just as soon as he is paid by the persons who have taken the various articles, but there is no money in the Post, as appears from the documents and receipts that he delivered to Francisco Sanchez who lives in the house of the Governor of this place. He, Gonzales, turned these papers over to him because he was called to Orleans by his Commander, Philip Trevino. Dated Mobile, June 23, 1782.

Gonzales petitions.

Manuel Gonzales Armirez, Second Chief of the Regiment of Infantry stationed at the Garrison of this Place, says it is evident from the accounts and letter duly presented that he is a creditor for 130 pesos of the estate belonging to Josef de Silba, now at the disposition of this Tribunal, and asks to be paid. De Reggio orders this petition and the exhibits sent to Josef de Silba.

The Warden of the prison petitions.

Francisco Munoz, Warden of the prison, petitions to Alferez Real de Reggio saying de Silba was in prison for 317 days on an order from Alcaldes Jacinto Panis and Juan Ventura Morales. There was a charge of 1 real a day for his support. It is now 4 months since he was liberated, but he has not been able to collect this amount. Therefore he

prays the Court to direct Rafael Perdomo to pay him from the proceeds of de Silba's property. De Reggio rules: As it is prayed.

Joseph de Silba petitions.

The defendant petitions, to the effect that he has been given a copy of the invoice and accounts presented by Manuel Gonzales Armirez, upon which he demands payment of 130 pesos. These accounts show various amounts to be due. He asks to have this written petition annulled and his opponent placed under oath to render his accounts legally and clearly. De Reggio orders this sent to Gonzales.

Definitive Judgment.

Whereas: The foregoing incident presented by Manuel Gonzales Armirez and refuted by Joseph de Silba, as the former is ill in the Royal Hospital of this place he not only delays the conclusion of this suit but he also retards the principal object of it, namely: the division and prorating asked by the concurse of all the creditors as appears on page 91, therefore suspend this incident for the present, and debate the accounts so as to go on with the case, and considering that some of the creditors have not presented their notes, let Joseph de Silba declare under oath if they have given their claims as and on the terms upon which the debts were incurred, and done proceed to prorate what has been realized from the sale, in accordance with the amounts due each one of the creditors.

Josef de Silba makes a declaration of the debts due his creditors.

Josef de Silba declares under oath that Manuel Gonzales should have in his possession an obligation of his for 70 pesos. He agreed to pay 3 pesos a month on this loan. The money was lent him by Antonio Montero, who is in partnership with Gonzales. He did not pay any premium because this amount was lent in friendship and in remuneration for past favors. He owes for his breakfast, dinner and supper for 10 months, as Francisco Munoz states in his petition. He is indebted to Pedro Carbajal on two obligations, one for 200 pesos at 5% a month. If he remembers rightly this debt was made in 1781. He has paid this interest for 7 months, besides an additional 66 pesos credited to him at three different times, in varying amounts which went to pay interest, but when he drew up a second note last March for 400 pesos, he was to pay 4% only on both obligations although it is not so specified in the second agreement. He paid this premium up to June 1st of this year. He is indebted to Andres Fernandez, Juaquin de Casas, Miguel Fortier, Lorenzo Wiltz, Manuel Ramos, Joseph Dias, Julian Vienne, Pedro Aragon, Cathalina, free negress, Silog, free negro, Andres Sarque, Catharina Ferrier, Jaque, free negro, and some others, as they have presented their claims. No interest has been paid on

these debts, as none was stipulated at the time the loans were made. He likewise owes Antonio Gonzales Busio to whom he has not paid anything and also to Mrs. Robert, and in accordance with the obligation presented by her was to pay 5%, which he did up to May 1st. This agreement began to run from August 24, or 26, 1781, as appears from the said obligation. However it was annulled to form the new agreement attached to these proceedings with an increase of 10 pesos. He owes Sergeant Bartolome Sanchez, although no obligation was drawn up, because he lent him 300 pesos in the month of July, 1781. In the meantime the debt has been verified and the necessary obligation given. He, Silba, supplied him, Sanchez, with breakfast, dinner and supper up to the middle of December of the said year, and when he ceased to give him his meals they agreed that thereafter the interest would be 4%. He paid him up to June 1st of last year, including 50 pesos more than was lent, after this agreement was made. And although Andres Fernandez presents an obligation for 126 pesos, only, he owes him 35 pesos on another obligation.

An order from de Reggio.

Dated New Orleans, August 23, 1783. Whereas: This Tribunal has been informed that Jose de Silba, besides the property that was sequestered, together with what he declared on the reverse side of page 62, has other active creditors than those who have made presentations. Let him be notified to appear on the 25th of the current month to declare to the particulars that His Honor may find suitable to question him, and done let all be returned to the Court. Signed, Francisco Maria de Reggio.

Josef de Silba's declaration.

Josef de Silba appears before Francisco Maria de Reggio and declares that, in accordance with the foregoing decree, he must answer if he has any other active debts besides those stipulated in his statement on the reverse side of page 62, and if he has collected them, or given orders to anyone to make collections and recovery. He says that Juan Ronquero owes him 16 pesos 3 reales for food supplied him during the year 1780. He remonstrated with him to pay the bill and at the same time spoke to the owner of the shop where he worked as a tailor, to ask if he would hold out a part from his work and maintenance in his possession and place it at the disposal of this Tribunal. Juan Ronquero answered that Andres Fernandez Leal, one of Silba's creditors, had taken charge of the debt and in consequence he does not have to make a settlement with him. There is also a debt due him for painting some flags for the account of the Royal Treasury amounting to 65 pesos, but during his arrest he was notified that Captain Don Pedro Carbajal had taken 50 pesos of the said money and Andres Fernandez the 15 remaining, which made up the 65 pesos, but neither one nor the other

has delivered the said sums to him. He is of the opinion that they obtained an order from the Judge of this cause to make the collections. In Pedro Aragon's possession there is a promissory note, drawn up by Captain Thomas, who commands one of the King's ships which carries the mails to Pensacola.

Jose de Silba petitions.

Jose de Silba petitions saying he has been notified of a decree according to the laws that govern us, by which it has pleased the Court to order Francisco Munoz, Warden of the Prison, paid 317 reales from the product of his estate, due for his support. However, Munoz did not supply him with the full amount he demands since he only began to give him his food from the 22nd of last August. During this time it may be observed he claims 63 days more than is legitimate. He presents this matter to the Court, so that in consequence His Honor may dispose as may be his pleasure. De Reggio rules: The present Escribano will proceed to make the payment ordered by this Tribunal to Francisco Munoz, with a discount of 63 days which de Silba claims does not legitimately belong to him. Let a receipt for this amount be drawn up and filed at the end of these proceedings, so that it may be made evident for all times.

Munoz' Receipt.

Francisco Munoz declares before Escribano and witnesses that he has received 31 pesos 6 reales, the full amount due for food served to Josef Silba during the greater part of the time he was a prisoner.

De Reggio's decree.

Francisco Maria de Reggio renders a decision, to the effect that a prorating must be made among the creditors of the liquid result from the sale of Josef de Silba's property, and let the costs be taxed to be paid from the money seized, and these orders having been carried out let the matter be brought to the Court so as to pass the sentence for making a scale for prorating which must be drawn up by the Judicial Accountant with a view to making the payments that have been ordered by this Tribunal. Luis Liotaud is notified to tax costs. He accepts and proceeds with the taxation.

De Reggio's second decree.

Alferez Real de Reggio pronounces a second sentence, reading in part: Send these proceedings to the Judicial Accountant so that in conformity to the foregoing decree he may prorate the 2134 pesos 2 reales in hard silver realized from the sale of Jose de Silba's estate, first deducting 527 pesos 6 reales, costs of taxation up to now. Let the last costs be taxed and paid in the same conformity, which according to law must also be sub-

tracted from the full amount, or 2134 pesos 2 reales, and done let all be returned to the Court so that the definitive sentence may be rendered.

Taxation of last costs.

Luis Lioteau taxes these last costs at 7 pesos 3 reales. This ends the suit. The proration and payment of creditors do not appear in this folio.

Note: Three detached documents were found which evidently belong to the foregoing suit.

1st. A petition signed by Manuel Gonzales Armirez, setting forth that he has received the petition presented by Silba and in answer states that he offers no objections to the approval of accounts requested by him in his petition on page 106. However he, Gonzales, has liquidated his accounts with Antonio Montero when the latter sent effects valued at 400 pesos 2 reales, and to whom in consequence of a letter, solemnly presented, he remitted 200 pesos. He is credited with this amount as the exhibit filed on page 93 shows, and not only is it evident that he has paid the 400 pesos 2 reales, but also that this payment amounts to much more than Silba's account therefore he should take action against Montero. Armirez prays to be declared free from Silba's account and to have him ordered to direct his suit against Antonio Montero, who is the legitimate causer. Silba has never had the slightest understanding with him in this particular. He further prays the Court to admit his claim for 130 pesos which he will promptly acknowledge under the corresponding receipt and quittance of the obligation to which he is constituted in virtue of Montero's commission. There is neither ruling, nor date to this petition.

2nd. A letter, no date, from Montero to Armirez. Across the back is written. "Letter from Antonio Montero New Orleans July 18, 1783." It is relative to the shipment of various articles and remittance of money to pay for same.

3rd. Taxation of last costs in the Concursus of Joseph de Silba from the reverse side of page 209, in conformity to the last decree. This taxation amounts to 37 pesos 7 reales, and is dated October 25, 1783.

June 27.
Miguel Verret, a free negro, vs. Baccus.
No. 3464. 3 pp.
Court of Alcalde Jacinto Panis.
No Assessor.
Escribano, Mazange.
To callect a debt.

The plaintiff presents two exhibits and claims the defendant owes him 100 pesos. He asks to have the debt verified and paid. Panis rules accordingly, and Baccus, a free negro, under oath states that he does not owe this amount, neither does his son, as they paid the debt in money and a pair of oxen turned over to his opponent. This ends the record.

June 27.
John Henderson vs. the estate of one called Milly.
No. 3425. 6 pp.
Court of Alcalde Jacinto Panis.
No Assessor.
Escribano, Mazange.
To foreclose a mortgage.

This suit illustrates the jurisdiction of the Cabildo of New Orleans over all of Spanish Louisiana. The plaintiff enters suit to foreclose a mortgage on certain slaves owned by the estate of a resident of Opelousas, or to compel the payment of a debt secured by a mortgage on the said slaves.—W.P.

The first entry is a certified copy of a notarial act of mortgage which is the basis of the suit. This instrument is to the effect that in New Orleans on March 19, 1782, Evan Milly, a resident of Opelousas, appeared before Andres Almonester, Notary Public, and declared he was obligated to pay John Henderson 1798 pesos, which he lent to him. The money to be returned in this manner: 1000 pesos in the month of May of this year and the 798 pesos remaining at the end of December. For the security of this debt he mortgages five slaves, namely: Dick, Pedro, Nanette, another Pedro, Lanch and Nethy (Nettie ?). John Henderson presents the above, and sets forth that Evan Milly died a few days before in Opelousas, without having paid his obligation. He prays for a writ of despatch to be issued and sent to the Commander of this Post, where the slaves mortgaged in his favor now are, and that these be turned over to him for their legitimate value.

Panis rules: Issue a despatch in due form with an enclosure of this petition and decree to the Commander of the Post of Opelousas, so that he may hold in his possession the property belonging to the late Evan Milly and pay to John Henderson 1798 pesos that the above named owes him, and if no funds are available hold the negroes for him at the price of their valuation, and in case they have been sold on credit revoke the sale and transmit to this Tribunal the originals of all proceedings in the matter. A marginal note stipulates the despatch which was ordered has been issued. This ends the record.

June 28.

Salomon Mallines, empowered by Pedro Bidou vs. Juan Lafontaine.

No. 3423. 18 pp.

Court of Alcalde Jacinto Panis and Governor Miro.
No Assessor.
Escribano,
Leonardo Mazange.

To collect a debt.

This suit is interesting chiefly for the information it contains on the commercial relations of Louisiana in the Spanish period, as well as for the list of merchandise involved in the suit.—W.P.

The record opens with a certified copy of a power of attorney by which Pedro Bidou Herbert appoints Salomon Mallines as his agent, so that in his name and empowered by Enrique Voix according to procuration dated La Rochelle, France, March 25, 1779, before Notaries Fredureux, Dumas and Fargenel, to represent his personal rights and actions and to demand and collect accounts due him. This copy is presented by Mallines, with a petition asking to have the present Escribano put a certified copy of the invoices of Manuel Despard, registered in his office, at the end of this proceeding, and done deliver it to him for suitable purposes. Petition granted, provided he pays the just fees.

The certified copy, dated April 26, 1782, of the invoices of merchandise directed to Mr. Bidou, a merchant of the Isle of Re, shipped on His Majesty's mail frigate, "The Aquila" (Eagle), in charge of Captain Augustin Zalazans, bound for Havana and Louisiana, the port of its destination. Mr. Bidou obligates himself to sell the goods free of commission on account for the shipper to the advantage of both, either in Havana or any other place, the one half realized from the sale to go to Mr. Jean Lafontaine of Havana. A list of the merchandise shows dry goods, hats, silk parasols, umbrellas, trimmed aprons, stockings, etc., amounting in all to 3042 livres 1 sol. This invoice is dated September 21, 1779, and signed Manuel Despard.

Salomon Mallines petitions for his client, saying that it is convenient to his right to have Jean Lafontaine declare, under oath, if he did not receive in his own hands, in the city of Havana, all the goods mentioned in the foregoing invoice in conformity and as stated therein, and done deliver the declaration to the petitioner to be used when convenient to his right.

Jean Lafontaine declares it is true that he received from Mr. Bidou, in the city of Havana, the articles mentioned in the abovesaid invoice for which he has given his receipt.

An interrogatorio of four questions is presented by Mr. Mallines to be answered by Jean Lafontaine, namely:

1st. Q. Is it not true that he has written to his brother, Manuel Despard, resident of Coruna, about the effects and merchandise mentioned in the foregoing invoice?

A. Yes, this is true.

2nd. Q. Is it not true that at the same time he stated various particularities to his brother upon the matter? Let him tell what they are and the circumstances.

A. He has only advised his brother that he has paid the party who now questions him, and that the matter is settled.

3rd. Q. Why did he write his brother that he had not received the said merchandise? Let him state its value, as long as it appears by his receipt at the end of the said invoice that the goods were delivered to him.

A. This is false; he refers to the receipt that he has given for the merchandise or its value.

4th. Q. Does he not know that it is a crime against credit, character and one's good name for a merchant to write or affirm against anyone that he has not delivered what he had in his charge to deliver in conformity to the customs of commerce, when the contrary is authentically apparent?

A. He refers to what he has declared which is the truth.

The record ends here.

(To be continued)

STATEMENT OF THE OWNERSHIP, MANAGEMENT, CIRCULATION, ETC., REQUIRED BY THE ACTS OF CONGRESS OF AUGUST 24, 1912, AND MARCH 3, 1933, of the Louisiana Historical Quarterly, published at New Orleans, for October 1, 1935.

State of Louisiana, Parish of East Baton Rouge, ss.

Before me, a Notary Public, in and for the State and Parish aforesaid, personally appeared Walter Prichard, who having been duly sworn according to law, deposes and says that he is the Editor of the Louisiana Historical Quarterly and that the following is, to the best of his knowledge and belief, a true statement of the ownership, management, etc., of the aforesaid publication for the date shown in the above caption, required by the Acts of Congress of August 24, 1912, and March 3, 1933, embodied in Section 537, Postal Laws and Regulations, to-wit:

1. That the names and addresses of the publishers, and the Editor, are:

Publisher, The Louisiana Historical Society, The Cabildo, New Orleans, La.; Editor, Walter Prichard, Louisiana State University, Baton Rouge, La.; Managing Editor, None; Business Manager, None.

2. That the owners are the Louisiana Historical Society.

There are no stockholders; the officers are: Edward A. Parsons, President; Andre Lafargue, First Vice-President; James Wilkinson, Second Vice-President; Frank H. Waddill, Third Vice-President; J. Fair Hardin, Vice-President; William A. Read, Vice-President; William Boizelle, Recording Secretary; Henry M. Gill, Corresponding Secretary; Walter Prichard, Editor; J. B. Donnes, Treasurer.

(Signed) Walter Prichard, Editor.

Sworn to and subscribed before me this 28th day of September, 1935.

(SEAL) Mary Belle Huff, Notary Public.
(My commission is indefinite.)